



County of Los Angeles CHIEF EXECUTIVE OFFICE

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<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

June 4, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC SOCIAL SERVICES: RECOMMENDATION TO AWARD
A CONTRACT TO FILE KEEPERS, LIMITED LIABILITY COMPANY, TO PROVIDE
CASE RECORD STORAGE AND RETRIEVAL SERVICES
(ALL DISTRICTS AFFECTED) - (3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) continues to require the services of a contractor for the provision of case record storage and retrieval services in order to store, retrieve and transport case records and documents to County facilities in the administration of departmental duties.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of DPSS to prepare and execute a contract with File Keepers, Limited Liability Company (LLC), substantially similar to the attached contract to provide case record storage and retrieval services. The contract will be effective July 1, 2008, or upon the DPSS Director's approval, whichever is later, through June 30, 2013. The estimated cost is \$13,285,844 for the five-year term of the contract and \$2,657,168.80, annually. To the extent these costs are claimed to CalWORKs and Food Stamps, there is no additional Net County Cost (NCC) after the required Maintenance of Effort (MOE) is met. The share of costs associated with other programs, such as General Relief, results in an estimated NCC of \$239,145, annually. Funding for this contract is included in the Fiscal Year (FY) 2008-09 Proposed Budget. Funding for future years will be included in the Department's annual budget requests.

Board of Supervisors
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First District

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2. Delegate authority to the Director of DPSS to prepare and sign amendments to the contract for any decrease or for any increase of no more than ten percent of the total contract rates when the change is necessitated by additional and necessary services. The approval of County Counsel and the Chief Executive Office (CEO) will be obtained prior to executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 20, 2003, your Board approved a five-year contract with File Keepers, LLC to provide case Record Storage and Retrieval services for DPSS. The current five-year contract with File Keepers, LLC expires on June 30, 2008.

Under the proposed new contract with File Keepers, LLC, the contractor will continue to provide DPSS with secured storage of 500,000 boxes which contain approximately seven million public assistance records and other documents. The contractor will also continue processing new records and boxes of documents into storage (approximately 50,000 records monthly) and processing retrieval requests (approximately 3,000 records monthly).

California Department of Social Services' (CDSS) contract guidelines generally limit contract terms to three years without prior CDSS approval for a longer term. DPSS requested CDSS approval for a five-year contract in order to encourage vendors to submit proposals by allowing them to amortize start-up costs and initial transfer of records over a longer period of time, thereby resulting in a more competitive solicitation process. On August 6, 2007, CDSS granted approval for a five-year term.

Implementation of Strategic Plan Goals

The recommendations are consistent with the principles of the Countywide Strategic Plan Goal #3 (Organizational Effectiveness) to ensure that service delivery systems are efficient, effective, and goal-oriented.

FISCAL IMPACT/FINANCING

The estimated cost is \$13,285,844 for the five-year term of the contract and \$2,657,168.80, annually. To the extent these costs are claimed to CalWORKs and Food Stamps, there is no additional NCC after the required MOE is met. The share of costs associated with other programs, such as General Relief, results in an estimated NCC of \$239,145, annually. Funding for future years will be included in the Department's annual budget requests.

The contractor will be paid monthly in arrears for the provision of case record storage and retrieval services. The rates are firm and fixed for the five-year term of the contract and do not provide for cost-of-living adjustments.

This contract is not subject to a contract maximum. The estimated cost may increase or decrease based solely upon workload fluctuation. Recent workload statistics were used to determine the estimated contract cost; however, this could significantly change due to changes in regulations governing public assistance programs, case record destruction, and other changes in policy/procedures.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract term will commence on July 1, 2008, or upon the DPSS Director's approval, whichever is later, and will continue through June 30, 2013.

File Keepers, LLC is a private corporation founded in 1975, which provides expertise in the field of records and information management, including pick-up and delivery services, storage and retrieval of records and documents. File Keepers, LLC is a wholly owned subsidiary of Raleigh Enterprises, a Los Angeles based, privately held real estate development and management company.

DPSS has determined, that the contract is not a Prop A contract. With the advice of County Counsel, it has been determined that the bulk of this contract is for storage rather than for services.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The contract includes the provision for the contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a re-employment list during the life of the contract when filling future vacancies.

The contract also requires that the contractor consider hiring participants of the Greater Avenues for Independence (GAIN) Program and General Relief Opportunities for Work (GROW) Program.

The County may terminate the contract with a 30 calendar day prior written notice. The contract also contains provisions that limit the County's obligation if funding is not appropriated by the Board for each year of the contract.

The contractor will not be asked to perform services which will exceed the contract's rates, scope of work, and contract term.

The contract contains Contractor Responsibility and Debarment language.

County Counsel and the CEO have reviewed this Board letter and the contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

File Keepers, LLC was selected through a competitive solicitation process. DPSS released a Request for Proposals (RFP) on October 30, 2007. Based on the evaluation of submitted proposals, File Keepers, LLC was the highest ranked bidder.

On October 24 2007, the Department mailed 20 interest letters to potential vendors and advertised the solicitation in 12 newspapers, including the Los Angeles Times and several community newspapers. Additionally, the solicitation was advertised on the Los Angeles County Bid Website.

On October 30, 2007, DPSS posted the RFP on the Los Angeles County Bid Website and mailed four RFPs to companies that had expressed interest in the contract. On November 29, 2007, the Department held a proposer's conference, which representatives from four different companies attended.

Potential proposers submitted questions prior to and at the conference. DPSS released written responses in an addendum on December 12, 2007 and December 20, 2007, respectively.

DPSS received three timely proposals. The Department first reviewed the proposals using a pass/fail process. The Department determined that one of the proposals did not pass the initial screening, leaving two proposals to be evaluated.

Of the two proposals, File Keepers, LLC received the highest score from each of the evaluation panel members. Moreover, the evaluation panel members unanimously ranked File Keepers, LLC highest in the areas of Qualifications, Methodology, Staffing, and Quality Control.

Originally, File Keepers, LLC did not have the lowest cost proposal. However, through negotiations, their revised bid cost has been reduced. Further, File Keepers, LLC provided the best plan for addressing the unique method of storage required by DPSS.

The Honorable Board of Supervisors
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DPSS has received superior customer service from File Keepers, LLC in its provisions of these storage and retrieval services in its previous contracts with the County.

The Local Small Business Enterprise (SBE) program's provisions were included in the RFP; however, no proposer claimed Local SBE credit. Therefore, no Local SBE credit was applied in the evaluation process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

The award of this contract will enable the Department to continue effective case storage and retrieval processes.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:MS
GP:JB:cvb

Attachment

c: County Counsel
Department of Public Social Services

DEPARTMENT OF PUBLIC SOCIAL SERVICES



**CASE RECORD STORAGE AND RETRIEVAL SERVICES
CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
FILE KEEPERS, LIMITED LIABILITY COMPANY**

**Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411
2008**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FILE KEEPERS, LIMITED LIABILITY COMPANY
FOR
CASE RECORD STORAGE and RETRIEVAL SERVICES**

This Contract and its Attachments are made and entered into this ____ day of _____, 2008 by and between the County of Los Angeles, hereinafter referred to as COUNTY and File Keepers, Limited Liability Company, hereinafter referred to as CONTRACTOR. File Keepers, Limited Liability Company is located at 6277 East Slauson Avenue, Commerce, California, 90040.

RECITALS

WHEREAS, CONTRACTOR is qualified by reason of experience, preparation, equipment, organization, staffing, and facilities to provide the services contemplated by this Contract on behalf of COUNTY; and

WHEREAS, COUNTY lacks the experience and resources necessary to provide case record storage and retrieval services; and

WHEREAS, COUNTY is authorized by Government Code Section 26227 and 31000 to contract for such services, including those contemplated herein; and

WHEREAS, CONTRACTOR has submitted a proposal to COUNTY for provision of Case Record Storage and Retrieval Services and CONTRACTOR has been selected for recommendation for award of this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T and U are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the attachments, or between attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

- 1.1 Attachment A: Statement of Work and Technical Exhibits
- 1.2 Attachment B: Contractor Budget and Employee Benefits
- 1.3 Attachment C: Sample Monthly Invoice Format
- 1.4 Attachment D: Certification of Independent Price Determination
- 1.5 Attachment E: Invitation for Bid/Request for Proposals/Grounds for Rejection
Certification of No Conflict of Interest
- 1.6 Attachment F: Contractor Employee Acknowledgment and Confidentiality
Agreement
- 1.7 Attachment G: Contractor's EEO Certification
- 1.8 Attachment H: Contractor's Non-Discrimination in Services Certification
- 1.9 Attachment I: Certification of No Conflict of Interest
- 1.10 Attachment J: Familiarity of County Lobbyist Ordinance Certification
- 1.11 Attachment K: Certification Regarding Debarment, Suspension,
Ineligibility & Voluntary Exclusion - Lower Tiered Covered
Transaction (45 C.F.R.Part 76)
- 1.12 Attachment L: Attestation of Willingness to Consider GAIN/GROW Participants
- 1.13 Attachment M: County of Los Angeles Contractor Employee Jury Service
Program Certification Form & Application for Exception
- 1.14 Attachment N: Charitable Contributions Certification
- 1.15 Attachment O: IRS NOTICE 1015 - Earned Income Credit
- 1.16 Attachment P: The California's Safely Surrendered Baby Law
- 1.17 Attachment Q: Civil Rights Complaint – Contractor Form and Flowchart
- 1.18 Attachment R: Administration of Contract – County
- 1.19 Attachment S: Administration of Contract – Contractor
- 1.20 Attachment T: Sample Contractor Monthly Management Report
- 1.21 Attachment U: Civil Rights Resolution Agreement Requirements for
Contractors/Vendors

This contract and the Attachments attached hereto constitute the complete and exclusive statement of understanding between the parties and supersede all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this contract. No change to this contract shall be valid unless prepared pursuant to Subsection 8.6 - Changes and Amendments of Terms.

2.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.2 Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
 - **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
 - **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.
- 2.3 Business Days:** Business days are Monday through Friday, excluding County holidays.
- 2.4 Contract:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A to this Contract.
- 2.5 Contract Management Division:** The Department of Public Social Services' Division responsible for the Contract.
- 2.6 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.7 Contractor Contract Manager:** The individual designated by the Contractor to administer the contract operations after the Contract award.
- 2.8 County Contract Administrator (CCA):** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Department of Public Social Services (DPSS):** County department responsible for providing social, financial, and employment services to eligible persons in Los Angeles County.

- 2.11 Director:** The Director of the DPSS, County of Los Angeles, or his/her Authorized Representative(s).
- 2.12 Fiscal-Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.13 Subcontractor:** An individual or business firm contracted with Contractor to perform all or part of the work defined in Statement of Work, Attachment A to this Contract.

3.0 SCOPE OF WORK

- 3.1** Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work.
- 3.2** If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.
- 3.3** CONTRACTOR shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this CONTRACT. At a minimum, CONTRACTOR shall adhere to the standards set forth in the AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK, which is incorporated herein by reference and is available at www.ladpss.org/dpss/contracts

4.0 TERM OF CONTRACT

- 4.1** The term of the Contract shall be for five years. The Contract shall commence effective July 1, 2008 or upon approval by the Director of DPSS, whichever is later and shall continue through June 30, 2013 unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The Contract is subject to the COUNTY's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the Contractor, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program.

5.0 CONTRACTOR PAYMENT

5.1 Basic Compensation

Firm Fixed Rates per Unit of Service

Effective July 1, 2008 through June 30, 2013, COUNTY shall compensate CONTRACTOR monthly, in arrears, for the actual volume of units of service provided at the following firm fixed rates per unit of service:

FIRM FIXED RATES PER UNIT OF SERVICE FOR THE TERM OF THE CONTRACT* **	
I. CASE RECORDS/SPECIAL INVESTIGATION RECORD STORAGE & RETRIEVAL	RATE PER UNIT
A. Receiving and Processing a New Record for Storage	\$1.75
B. Processing a Duplicate Case Record	\$1.75
C. Storage of a Box of Records (per Box of Records per month)	\$0.155
D. Retrieval of a Record	\$1.50
E. Refiling of a Record	\$1.50
F. Data Entry per Record that is Undeliverable (retrieval not deliverable as record is out to another district)	\$0
II. BOXES OF GR/NAFS CASE RECORDS/DOCUMENTS; IHSS TIMESHEETS AND AUDIT CASE RECORDS	
A. Receipt and Processing of a New Box for Storage	\$1.75
B. Retrieval of a Box	\$1.50
C. Refiling of a Box	\$1.50
D. Storage of a Box of Records/Documents (per box per month)	\$0.155
E. Data Entry per Box that is Undeliverable (box borrowed by another district)	\$0
III. GENERAL SERVICES	
A. Pick-up/Delivery per Regular Stop (every other workday)	\$12.95
B. Pick-Up/Delivery per Emergent Stop (within 1 workday of request)	\$22.75
C. Permanent Removal of a Box for Destruction	\$2.50

*The same firm fixed rates apply to the Case Records borrowed and returned by the Department of Children and Family Services (DCFS). CONTRACTOR shall reflect DCFS charges separately from DPSS charges on the monthly invoice submitted to DPSS.

**The same firm fixed rates apply to the closed Case Records received from the Department of Community and Senior Services (DCSS). CONTRACTOR shall only show DCSS pick-up charges separately from DPSS charges on the monthly invoice submitted to DPSS.

5.2 Method of Payment

Payment of the Firm Fixed Rate per Unit of Service specified in Section 5.0, Contractor Payment, shall be made monthly in arrears based on the actual volume of units of service provided during the service month. The monthly charge per each category of service shall equal the Firm Fixed Rate per Unit of Service multiplied by the number of units of service provided during the service month. The monthly charge for each category of service shall then be added together for the total monthly charge.

- 5.2.1 CONTRACTOR shall bill COUNTY for storage costs for continuing inventory based on the actual number of Boxes in storage at CONTRACTOR's storage facility on the last day of the calendar month prior to the month for which services were provided. (For example, for the service month of July 2008, CONTRACTOR shall bill for the actual number of Boxes in storage at CONTRACTOR's facility on June 30, 2008).
- 5.2.2 CONTRACTOR shall not prorate storage charges for new Boxes received (i.e., Boxes of GR/NAFS Case Records/Documents, IHSS Timesheets, Court/Audit Cases) or Boxes created as new Case Records/Special Investigation Records that are received effective July 1, 2008) during the service month. Rather CONTRACTOR shall bill for a full month's storage on all Boxes received or created on or before the fifteenth (15th) of the service month, and no monthly storage charge for those received or created on or after the sixteenth (16th) of the service month.
- 5.2.3 CONTRACTOR shall add continuing inventory and new inventory numbers together (i.e., the continuing inventory and the new inventory as detailed in paragraphs 5.2.1 and 5.2.2 above) and shall deduct from the total, and not bill COUNTY for the following:
- 5.2.3.1 CONTRACTOR shall deduct and not bill COUNTY for the number of Boxes permanently removed from the inventory (i.e., for destruction, or for any other reason, as determined by COUNTY) on or before the fifteenth (15th) of the month.
- 5.2.4 CONTRACTOR shall bill one (1) fee only for the processing of a duplicate record, as outlined in Section 5.0 Specific Tasks, subsection 5.3.4, regardless of the number of records combined in one transaction.
- 5.2.4.1 CONTRACTOR shall not charge a data entry fee when updating the inventory system to reflect that records have been combined as a result of duplicate processing.
- 5.2.4.2 CONTRACTOR shall not charge both a fee for processing a new case record into storage and a duplicate record fee on the same case record. A fee shall be charged for duplicate processing when it is determined a record being sent to storage must be combined with an existing record in storage.

5.3 Invoicing

CONTRACTOR shall prepare and submit monthly invoices, in the format and categories outlined in Attachment C, Sample Monthly Invoice Format, each in an original and one copy, to the County Contract Administrator within fifteen (15) calendar days following the end of the month in which services were provided or payment may be delayed.

Each invoice shall be supported by back-up documentation to validate the invoice amounts. This documentation shall include, but not be limited to, the following:

- County Transmittal Forms documenting new Case/Special Investigation Records and Boxes received from County offices for the service month;
- County Transmittal Forms documenting Refile Case/Special Investigation Records and Boxes received from County offices for the service month; and
- Contractor Delivery Manifests (supported by County Retrieval Request documentation) listing all Case/Special Investigation Record and Box retrievals requested, retrieved and delivered, including all emergent deliveries and undeliverable retrieval requests.

5.4 Payment Processing

Payment to the CONTRACTOR will be made monthly in arrears at the amounts specified in this Contract, provided that the CONTRACTOR is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due. COUNTY will not be liable for invoices submitted more than one year after services are rendered. CONTRACTOR will not be reimbursed by the COUNTY for those services.

5.4.1 CONTRACTOR shall prepare and submit a monthly invoice for Case Record Storage and Retrieval Services as per Attachment C to this Contract, Sample Monthly Invoice Format. Each invoice shall be submitted in an original and one copy, along with the Monthly Management Report (MMR) and supporting documentation, to the County Contract Administrator (CCA) within 15 calendar days after the end of the month in which services were provided or payment may be delayed. Invoice shall be sent to:

Department of Public Social Services
Contract Management Division/Section III
Attention: Myhanh Duong, County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

- 5.4.2 The COUNTY shall review the invoice/attachments and make payment adjustments as allowed by Contract (i.e., for deductions, etc.) and authorize payment of an accurate invoice as soon as possible after receipt of the CONTRACTOR's billing. The COUNTY will make a reasonable effort to effect payment to the CONTRACTOR within 30 days from receipt of an invoice that is accurate as to form and content.
- 5.4.3 For invoicing purposes, the CONTRACTOR shall clearly identify this Contract as "Case Record Storage and Retrieval Services."
- 5.4.4 The COUNTY may delay the last payment due hereunder until six months after the termination of the Contract. The CONTRACTOR shall be liable for payment on 30 days written notice of any offset authorized by the Contract not deducted from any payment made by the COUNTY to the CONTRACTOR.
- 5.4.5 If this Contract is awarded to a Federal, State or local government agency, public university, public college or other public educational institution, Contract payment will be effected using an actual cost method of reimbursement.
- 5.4.6 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging the COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.
- 5.4.7 The COUNTY shall not be liable for billings submitted one year or more after any services rendered under this Contract.

5.5 Prior Six-Month Expiration Notice

The CONTRACTOR shall notify DPSS when this Contract is within six months from the expiration of the term of the Contract as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address provided in this Contract, Section 8.0, Terms and Conditions, Subsection 8.42.5 herein.

5.6 75 Percent Expenditure Notification

CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred 75 percent of the total Contract authorization under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address provided in this Contract, Section 8.0, Terms and Conditions, Subsection 8.42.5 herein.

5.7 Payment Limitation

The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

5.8 County Approval of Invoices

All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Contract Administrator prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.9 Withholding of Payment

If CONTRACTOR fails to submit an accurate, complete and timely Monthly Management Report (MMR), and supporting documentation, the COUNTY may withhold payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised MMR or additional supporting documentation.

5.10 No Payment for Services Provided Following Expiration/Termination of Contract

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services or other work rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY personnel referenced in this section are designated in Attachment R of this Contract, Administration of Contract - County. The COUNTY shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator (CCA)

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Contract Manager on an as needed basis;
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and
- Informing the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

The COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

7.1.1 CONTRACTOR's Contract Manager must have a minimum of three (3) years experience performing services required in this Contract, **or** have experience substantially similar to these services. CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Contract Manager.

7.1.2 CONTRACTOR's Contract Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with CCA on a regular basis.

7.1.3 In addition, CONTRACTOR is required to submit annually the documentation of its legal identity to the CCA.

7.2 Approval of Contractor's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Manager.

7.3 Other Contractor Personnel

CONTRACTOR shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

7.4 Contractor's Staff Identification

7.4.1 CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

7.4.2 CONTRACTOR shall notify the COUNTY within one business day when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve and immediately destroy the staff's COUNTY specified photo identification badge at the time of removal from the COUNTY Contract.

7.4.3 If COUNTY requests the removal of CONTRACTOR's staff from the performance of services under this Contract or otherwise working on this Contract, CONTRACTOR is responsible to retrieve and immediately destroy the CONTRACTOR's staff's County photo identification badge at the time of removal from working on the Contract.

7.5 Background and Security Investigations

7.5.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

7.5.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR nor to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

- 7.5.3** COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff who do not pass such investigation(s) to the satisfaction of the COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of the COUNTY.
- 7.5.4** Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection 7.5, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.0 TERMS AND CONDITIONS

8.1 Assignment and Delegation

- A.** CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- B.** Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporations, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- C.** Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract and may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.2 Authorization Warranty

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.3 Budget Reductions

In the event that the COUNTY's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of the Contract (including any extensions), and the services to be provided by CONTRACTOR under the Contract shall be reduced correspondingly. COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, except as set forth in the preceding sentence. CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. part 76)

CONTRACTOR hereby acknowledges that the COUNTY is prohibited from Contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing Federally funded Contracts.

By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing Federally funded Contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing Federally funded Contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing Federally funded Contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which the COUNTY may immediately terminate or suspend this Contract.

8.5 Change of Address

Either party can designate a new address by giving 10 days prior written notice to the other party as referenced in Subsection 8.42.4 and 8.42.5.

8.6 Changes and Amendments of Terms

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

8.6.1 The COUNTY reserves the right to initiate Change Notices for any change which does not materially affect the scope of work or any other term or condition included under this Contract. For all such changes, a *Change Notice* shall be prepared and signed by the County Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

8.6.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board of Supervisors and the CONTRACTOR except as provided in Section 8.6.3 herein below.

8.6.3 The Department of Public Social Services (DPSS) Director may prepare and sign amendments to the Contract without further action by the Board of Supervisors under the following conditions:

8.6.3.1 Amendments shall be in compliance with applicable Federal, State and County regulations.

8.6.3.2 The Amendment is for a decrease in the Contract costs.

8.6.3.3 The Board of Supervisors has appropriated sufficient funds in the DPSS budget.

8.6.3.4 The Amendment is for an increase of no more than ten percent of the original Contract amount, and is necessitated by additional and necessary services.

8.6.3.5 DPSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.

8.6.3.6 Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Executive Officer within 15 days after execution of each amendment.

8.6.4 The County Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to

the Contract shall be prepared and executed by the CONTRACTOR and by DPSS.

8.7 Child/Elder Abuse/Fraud Reporting

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

8.8 Collective Bargaining Contract

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Contract.

8.9 Compliance with Civil Rights Laws

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*; *Section 504* of the *Rehabilitation Act of 1973*, as amended; the *Age Discrimination Act of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to Contract Attachment G, CONTRACTOR's EEO Certification and Contract Attachment H, CONTRACTOR's Nondiscrimination in Services Certification.

In addition, a Resolution Contract between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through Contracts for all CalWORKs/TANF funded Contracts and MOUs. CONTRACTOR shall sign and comply with the terms of the Assurance of Civil Rights Compliance Resolution Contract as set forth in Contract Attachment U, and as directed by DPSS.

8.10 Complaints

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after the Contract effective date, the CONTRACTOR shall provide COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

8.10.1 The COUNTY will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

8.10.2 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five business days.

8.10.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

8.10.4 CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

8.10.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.10.6 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.11 Completion of Contract

Prior to the expiration of this Contract, the CONTRACTOR shall allow COUNTY or the newly selected CONTRACTOR, a minimum of sixty (60) calendar days transition period, to ensure the orderly transition of the CONTRACTOR's services to the COUNTY or the newly selected CONTRACTOR without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold up to 100 percent of the last two (2) months' payments owed to CONTRACTOR.

8.12 Compliance with Applicable Laws

- 8.12.1** CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
- 8.12.2** CONTRACTOR shall maintain all licenses required to perform the Contract.
- 8.12.3** CONTRACTOR shall indemnify and hold COUNTY, its Special Districts, Agents, elected and appointed officers, and employees, harmless from any loss, damage, liability, cost, and expense, including, but not limited to defense costs and attorneys fees arising from, or related to, any violation on the part of CONTRACTOR, or its employees, agents, or subcontractors of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, rights, conflict of interest, wages and hours and nondiscrimination.

8.13 Compliance with the County's Jury Service Program

8.13.1 Jury Service Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached to this Contract as Attachment M.

8.13.2 Written Employee Jury Service Policy

8.13.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

8.13.2.2 For purposes of this Subsection, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a Contract with the COUNTY or a subContract with a County CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or

more in any 12-month period under one or more COUNTY Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

- 8.13.2.3 If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the subContract.
- 8.13.2.4 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 8.13.2.5 CONTRACTOR's violation of this Subsection 8.13.2 of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

8.14 Compliance with Wage and Hour Laws/Fair Labor Standards Act

The CONTRACTOR shall comply with all wages and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.15 Confidentiality

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to Contract Attachment F, "Contractor Employee Acknowledgment and Confidentiality Contract." CONTRACTOR shall also abide by provision regarding the shredding of confidential documents as referenced in Section 8.53 of this Contract.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.

8.16 Conflict of Interest

8.16.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

8.16.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract.

The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of Contract.

8.17 Consideration of Hiring County Employees Targeted For Layoff

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give **first consideration** for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.18 Consideration of Hiring Greater Avenues For Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment

8.18.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

NOTE: In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.18.2 CONTRACTOR shall complete and sign Contract Attachment L, Attestation of Willingness to Consider GAIN/GROW Participants.

8.19 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.19.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.19.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.20 Contractor's Acknowledgement of County's Commitment to The Safely Surrendered Baby Law

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all County CONTRACTORS to voluntarily post the County's "Safely Surrendered Baby Law" poster as set forth in Attachment P of this Contract, in a prominent position at the CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. DPSS will supply the CONTRACTOR with the poster to be used.

8.21 Contractor's Charitable Activities Compliance

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification, Contract Exhibit N, Charitable Contribution Certificate, the COUNTY seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the COUNTY and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

8.22 Contractor's Responsibility And Debarment

8.22.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.22.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.22.3 Non-responsible Contractor

COUNTY may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.22.4 Contractor Hearing Board

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.22.5 Review of Debarment Determination

If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.

The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.22.6 Subcontractors of Contractor

These terms shall also apply to subcontractors of County CONTRACTORS.

8.23 County's Quality Assurance Plan

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.24 Damage to County Facilities, Buildings or Grounds

CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agent of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred for such repairs by COUNTY, as determined by COUNTY shall be repaid by CONTRACTOR by cash payment upon demand.

8.25 Disputes

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the County DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

8.26 Disclosure of Information/Publicity

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

- 8.26.1** CONTRACTOR shall develop all publicity material in a professional manner.
- 8.26.2** During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.
- 8.26.3** CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.26 shall apply.

8.27 Employment Eligibility Verification

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

CONTRACTOR shall indemnify, defend and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.28 Employee Safety

The CONTRACTOR will assure that the CONTRACTOR's employees:

- Are covered by an effective Injury and Illness Prevention Program; and
- Receive all required general and specific training on employee safety.

8.29 Fiscal Accountability

8.29.1 Fiscal Policies/Procedures

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments and the applicable Office of Management and Budget (OMB) Circular(s), which may include but is not limited to, the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB circular A-133 for Audits of State, Local Governments and Non-Profit Organizations. And OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, hospitals, and other Non-profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

8.29.2 Federal Temporary Aid to Needy families (TANF) Regulations

The CONTRACTOR agrees to comply with Federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Fed. Reg., Section 263.11, page 17839.

8.29.3 Accounting

The CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The CONTRACTOR should maintain their accounting system on an accrual basis.

8.29.4 Commingling of Funds

Funds paid pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the CONTRACTOR.

8.29.5 Allegations of Fraud and/or Abuse

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate CRSRS provisions and regulation), the COUNTY reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Contract Administrator that withheld funds should be released to the CONTRACTOR.

Such written determination shall not supersede or replace the final report.

8.29.6 Disallowed Costs

The COUNTY may withhold payments if the CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS Contract that the CONTRACTOR has with the COUNTY. The COUNTY shall require the CONTRACTOR to pay and the CONTRACTOR agrees to pay the full amount of the CONTRACTOR liability to the COUNTY or the State for such audit exceptions as were caused by the CONTRACTOR, upon demand by the COUNTY at any time after completion of the grievance procedures at the CONTRACTOR level. The COUNTY shall notify the CONTRACTOR of any disallowed costs.

8.30 Force Majeure

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those describe above, or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

8.31 Governing Law, Jurisdiction, and Venue

This Contract shall be governed by and construed in accordance with the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.32 Government Observations

CONTRACTOR shall permit all authorized Federal, State, County and/or research personnel, in addition to departmental Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

8.33 Indemnification

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.34 Independent Contractor Status

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

The CONTRACTOR shall adhere to the provisions stated in Subsection 8.15 - Confidentiality.

8.35 General Insurance Requirements

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract.

Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

8.35.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to:

Department of Public Social Services
Contract Management Division/Section III
Attn: Myhanh Duong, County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

Prior to commencing services under this Contract, such certificates or other evidence shall:

- 8.35.1.1 Specifically identify this Contract.
- 8.35.1.2 Clearly evidence all coverage required in this Contract.
- 8.35.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 8.35.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- 8.35.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.35.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

8.35.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract.

COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.35.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

- 8.35.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- 8.35.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
- 8.35.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.
- 8.35.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

8.35.5 Compensation for County Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

8.35.6 Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

8.35.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

8.35.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.36 Insurance Coverage Requirements

8.36.1 General Liability

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each occurrence:	\$ 1 million

8.36.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles or coverage for "any auto."

8.36.3 Workers' Compensation and Employers' Liability

Workers' Compensation and employers' liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.36.4 Property Coverage

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the "declared value" of the Case Records/Documents stored at CONTRACTOR's facility. COUNTY hereby declares that the value of the Case Records stored pursuant to this Contract is equal to five cents (\$.05) per pound. For purposes of this Contract, an average weight of the Case Records and Boxes stored pursuant to this Contract shall govern, and it is agreed that a Box of Case Records shall be deemed to have an average weight of thirty (30) pounds and an unboxed Case Record shall be deemed to have an average weight of two (2) pounds.

8.37 Liquidated Damages

8.37.1 If, in the judgment of the Director, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.37.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- a. Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The

parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in this Contract, the Statement of Work and Statement of Work Technical Exhibit 6.1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

- c. Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.37.3 The action noted in subsection 8.37.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.37.4 This Section 8.37 shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or subsection 8.37.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.38 Local Small Business Enterprise Preference Program

8.38.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.38.2 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such

certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- a. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- b. In addition to the amount described in the paragraph (a) above of this Section, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment).

The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

8.3.9 Most Favored Public Entity

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.40 Nondiscrimination and Affirmative Action

- 8.40.1** CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.40.2** CONTRACTOR shall certify to and comply with the provisions of Contract Attachment G, Contractor's EEO Certification.
- 8.40.3** CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship.

- 8.40.4** CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.40.5** CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.40.6** CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.40 when so requested by the COUNTY.
- 8.40.7** If COUNTY finds that any of provisions of Section 8.40 have been violated, such violation shall constitute a material breach of Contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.
- 8.40.8** The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

8.41 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.42 Notices

8.42.1 Notice of Delays

Except as otherwise provided in this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.42.2 Notice of Meetings

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five business days prior notice to the CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with the COUNTY, as needed, with follow-up written notice five business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

8.42.3 Delivery of Notices

Delivery of notices shall be in writing and accomplished by e-mail, facsimile, hand-delivery with signed receipt, or mailing by First Class Registered or Certified mail to the addresses listed in Contract Section 8.42.4 or 8.42.5 as applicable. The Director, or his/her designee, shall have authority to issue all notices required or permitted by the COUNTY under this Contract.

8.42.4 Notices to the Contractor

Any such notice mailed by COUNTY to CONTRACTOR shall be addressed to the CONTRACTOR at its place of business.

8.42.5 Notices to the County

Any and all notices mailed by CONTRACTOR to COUNTY shall be addressed to:

Department of Public Social Services
Contract Management Division/Section III
Attn: Myhanh Duong, County Contract Administrator
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411

8.42.6 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment P of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.42.7 Changes of Address

Either party can designate a new address by giving 10 days prior written notice to the other party.

8.42.8 Termination Notices

In the event of suspension or termination of the Contract by COUNTY, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or by personal delivery to any CONTRACTOR employee or agent who may reasonably be expected to be authorized to accept notice for the CONTRACTOR.

8.43 Notice To Employees Regarding The Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment O, Internal Revenue Service Notice 1015.

8.44 Ownership Of Data/Materials/Equipment/Software

8.44.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract.

8.44.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

8.45 Performance Requirements

If CONTRACTOR fails to meet the Contract requirements as specified in Technical Exhibit 6.1, Performance Requirements Summary (PRS) hereunder, COUNTY may take actions specified in the PRS for deficiencies and failures of performance. Failure of CONTRACTOR to

take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the COUNTY applying the provisions of Section 8.57, Termination for Contractor's Default. This Section 8.45 shall not in any manner restrict or limit COUNTY's right to terminate this Contract for convenience per Section 8.56.

8.46 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.47 Proprietary Rights

8.47.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.47.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

8.47.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."

8.47.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Subsection 8.47.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

8.47.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Subsection 8.47.4 for:

8.47.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 8.47.3;

8.47.5.2 Any materials, data and information covered under Subsection 8.47.2; and

8.47.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

8.47.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

8.47.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

8.47.8 The provisions of Subsections 8.47.5, 8.47.6, and 8.47.7 shall survive the expiration or termination of this Contract.

8.48 Records

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 8.49, Records Retention and Inspection/Audit Settlement, herein below.

8.49 Records Retention and Inspection/Audit Settlement

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the County, State, or Federal governments, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. COUNTY reserves the right to conduct record inspection and audits relating to this Contract with no advance notification to CONTRACTOR. All such material, including, but not limited to, all financial records, supporting documents, statistical records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the County, State or Federal authorities during the term of this Contract and for a period of five years thereafter. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's sole option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to exercise its rights under this Section.

- 8.49.1** In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the COUNTY's Auditor-Controller within 30 days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.49.2** Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 8.49 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.49.3** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise.

If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the Maximum Contract Amount.

8.49.4 The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Contract, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five years when there is outstanding litigation, unresolved disputes or any audit.

8.50 Recycled Bond Paper

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.51 Removal of Personnel

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers subject to the approval of COUNTY as described in Section 7.2. The COUNTY shall have the right, at its sole discretion, to require the CONTRACTOR remove any CONTRACTOR employee from the performance of services under this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

8.52 Rules and Regulations

During the time that CONTRACTOR's employees or agents are at COUNTY facilities, such persons shall be subject to the rules and regulations of COUNTY facilities. It is the responsibility of CONTRACTOR to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the COUNTY determines that an employee of CONTRACTOR has violated any applicable rule or regulation, the Director or designee shall notify CONTRACTOR and CONTRACTOR shall undertake such remedial or disciplinary measures as CONTRACTOR determines appropriate.

If the problem is not thereby corrected, then CONTRACTOR shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY premises, indicate that the employee may adversely affect the delivery of COUNTY services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

8.53 Shred Confidential Documents

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Section 8.49 of this Contract are to be maintained during the term of this Contract and for a period of five years thereafter or longer if required by law.

8.54 Subcontracting

8.54.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR without the advance approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

8.54.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the COUNTY.

8.54.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.

8.54.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

- 8.54.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its subcontractors of this COUNTY right.
- 8.54.6 The COUNTY's Contract Administrator is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and subcontractor employees.
- 8.54.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.
- 8.54.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the COUNTY from each approved subcontractor. The CONTRACTOR shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

Department of Public Social Services
Contract Management Division/Section III
Attn: Myhanh Duong, County Contract Administrator
12900 Crossroads Parkway South
East Annex, 2nd Floor
City of Industry, CA 91746

- 8.54.9 In the event that the COUNTY consents to subcontracting, CONTRACTOR shall include in all subcontracts, the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

8.55 Termination For Breach Of Warranty To Maintain Compliance With County'S Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.19, CONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) days of written notice by COUNTY shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 8.59, Termination For Default of the CONTRACTOR pursuant to County Code Chapter 2.202.

8.56 Termination for Convenience

- 8.56.1** This Contract, in whole or in part, may be terminated by the COUNTY, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.56.2** After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- 8.56.2.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
- 8.56.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 8.56.3** All materials, including books, records, documents, or other evidence bearing on the costs, expenses, or services of this Contract, shall be maintained by CONTRACTOR in accordance with the provisions of Section 8.49, Records Retention and Inspection/Audit Settlement, of this Contract.

8.57 Termination for Default of The Contractor

- 8.57.1** COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY Contract Management Director:
- 8.57.1.1 CONTRACTOR has materially breached this Contract;
- 8.57.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to the Statement of Work; or
- 8.57.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

- 8.57.2** In the event the COUNTY terminates this Contract in whole or in part as provided in Subsection 8.57.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this subsection.
- 8.57.3** Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in subsection 8.57.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or the public enemy, acts of the COUNTY in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this subsection 8.57.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.57.4** If, after the COUNTY has given notice of termination under the provisions of this Section 8.57, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.57 or that the default was excusable under the provisions of subsection 8.57.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.56, Termination For Convenience of the County.
- 8.57.5** In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Subsection 8.57.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the

provisions of Subsection 8.57.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) (*Department may want to reconsider this amount and adjust accordingly with concurrence of County Counsel*) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the (*Department*), or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.33 – Indemnification.

- 8.57.6** The rights and remedies of the COUNTY provided in this Section 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.58 Termination for Improper Consideration

- 8.58.1** The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.58.2** The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.
- 8.58.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.59 Termination for Insolvency

8.59.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the means of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the CONTRACTOR; or
- d. The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.59.2 The rights and remedies of the COUNTY provided in this Section 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.60 Termination for Non-Adherence of County Lobbyist Ordinance

CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion, immediately terminate or suspend this Contract.

8.61 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.62 Timely Completion

Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract.

8.63 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.64 Verbal Discussions

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

8.65 Waiver

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

8.66 Warranty

The CONTRACTOR warrants that all services performed hereunder will comply with the provisions of this Contract, the Statement of Work, and any specifications related thereto. Further, CONTRACTOR warrants that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within 24 hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

8.67 Warranty Against Fees

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.68 Compliance with Auditor Controller Contract Accounting and Administration Handbook

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at www.ladpss.org/dpss/contracts. CONTRACTOR shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
Philip L. Browning, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
COUNTY COUNSEL

By _____
David Beaudet
Deputy County Counsel

CONTRACTOR'S NAME

By _____
Name
Title

Date

By _____
Name
Title

Date

CONTRACTOR TAX IDENTIFICATION NUMBER: _____

ATTACHMENT A

STATEMENT OF WORK

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STATEMENT OF WORK

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's Contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and Contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, Contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services Contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its Contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 SCOPE OF WORK OVERVIEW

CONTRACTOR shall provide all personnel, space, telephone services, utilities, equipment, vehicles, services, supplies, forms and any other items necessary to maintain control and accountability to provide necessary services described in Section 5.0, Specific Tasks, hereunder. In addition, CONTRACTOR shall add any additional category of cases, records or documents the COUNTY deems necessary and provide storage and pick-up and delivery as directed by COUNTY. CONTRACTOR must perform to the standards set forth in Technical Exhibit 6-1, Performance Requirements Summary, hereunder.

1.1 Contractor Personnel

A. Contract Manager

The Contractor will provide a Contract Manager and alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made. Specifically, the Contractor Manager, or his/her alternate, shall:

- Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.

B. Other Contractor Personnel

The Contractor will:

Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.

- Be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under the Contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the County Contract Administrator. Such a

request will come from the County Contract Administrator and will be consistent with Contract, Section 7.0, Administration of Contract - Contractor.

- Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the Contract.
- Have an active recruitment program that will ensure staff turnover is promptly addressed.

1.2 County Personnel

A. County Contract Administrator (CCA):

The County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County. Specifically, the CCA shall:

- Have full authority to monitor the Contractor's performance in the daily operation of this Contract.
- Provide direction/serve as liaison to the Contractor in areas relating to policy, information, and procedural requirements.
- Negotiate with the Contractor on changes in service requirements pursuant to Contract, Section 8.6, Changes and Amendments of Terms.
- Inform the Contractor of the name, address, and telephone number of the CCA, in writing, at the time this Contract is awarded, and at any time thereafter a change of CCA is made.
- Not be authorized to make any changes in the Standard Terms and Conditions of the Contract or to obligate Los Angeles County in any way whatsoever.

B. Quality Assurance Evaluator (QAE):

The County will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the County on all services, requirements, and deliverables pertinent to the Contract and monitor the Contractor's performance under the Contract using the quality assurance procedures established in Statement of Work, Technical Exhibit 6.1 Performance Requirements Summary, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the Contract are met and evaluate the Contractor's performance under this Contract.
- Advise the CCA as to the Contractor's performance in areas relating to services, requirements, and deliverables.

- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

D. Contract Monitor(s)

County shall provide Contract Monitor(s) that may monitor all provisions under the Contract. Monitoring may include Administrative Monitoring primarily involving with the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring related to the Contract's Statement of Work and Performance Requirement Standards.

1.3 Quality Control

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality and job placements throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The plan shall include, but not be limited to, the following:

- The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor.
- A method for assuring that professional staff rendering services under this Contract has the necessary prerequisites.
- The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- A commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.
- The method for continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.
- The method of safeguarding the integrity of the County's case records/documents by actively preventing against all forms of fraud.

1.4 Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on no less than a semi-annual basis, with at least one visit being an onsite occurrence. Such evaluation will include assessing the Contractor's compliance with all Contract terms, Performance Outcome Measures (Section 5.7) of this Statement of Work), and Performance Requirements

Summary (Statement of Work Technical Exhibit 6.1). The Performance Requirements Summary provides an overview of the monitoring approach and techniques that may be used in monitoring this Contract. The Contractor's deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, may be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

Performance evaluation meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Statement of Work Technical Exhibit 6.2) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

Contract Discrepancy Reports (CDR's)

- 1.4.1 Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period.
- 1.4.2 The CCA will determine whether a formal Contract Discrepancy Report (See Technical Exhibit 6.2 hereunder) shall be issued.
- 1.4.3 Upon receipt of this document, CONTRACTOR is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 1.4.4 A plan, including a time table, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

1.5 Hours of Operation

Contractor will be available during County's regular business hours of Monday through Friday between 8:00 a.m. and 5:00 p.m. to respond to County inquiries and to provide case storage and retrieval services. County may require flexible, non-traditional hours. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to the County and approved by the County.

Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of County holidays to Contractor at the time the Contract is approved, and at the beginning of each calendar year.

Government Observations

Federal, State, County and/or research personnel, in addition to DPSS Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor's performance.

2.0 DEFINITIONS

2.1 Acceptable Quality Level (AQL)

A measure to express the allowable leeway or variance from a standard before COUNTY will reject a specific service. An AQL does not imply that CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 Box

A standard record storage carton measuring 12 inches by 10 ½ inches. Approximately fifteen (15) Legacy Case Records (older case records can be filed in a standard storage carton, about 25 LEADER Case Records (newer case records) can be stored in a carton and approximately 54 Special Investigation Case Records can be stored in a carton. A standard Box takes up 1.2 cubic feet.

2.3 Case Name

The name shown on the manila or gray folder containing the Case Record.

2.4 Case Number

The unique seven-character case identifier assigned by the COUNTY for each Case Record. The Case Number may be numeric (see Legacy Case Number below) or alpha-numeric (see LEADER Case Number below). The Case Number may or may not have a four-digit prefix designating the responsible COUNTY and an aid category. For Legacy cases the first two digits of the prefix were always 19 for Los Angeles County. The second two digits of the prefix denoted the aid category.

The first four digits (the Prefix number) are not important to Case Record identification as far as any resultant Contract is concerned. For example, a Case Record may have been opened as a CalWORKs case with a number of 1930-1010101. If it is closed and then reopened as a General Relief (GR) case, it will be renumbered 1990-1010101. However, for the purpose of this Contract, the Case Number will at all times remain 1010101, and the Case Record is to be processed, filed and retrieved on the basis of this number with no references to any change in the prefix number.

2.5 Case Record

Closed Case Record

A collection of related documents treated as a standard unit of work. Closed Case Records will vary in size and may include several case segments.

Closed Case Record folders measure 11 ¾ inches by 9 ¾ inches with a one inch folder expansion. See Definition of LEADER for description of LEADER Paper Case Record.

Open Case Record

A collection of related documents treated as a standard unit of work. Open Case Records are maintained for all open public assistance cases and consist of the following types:

- Historical Case (a.k.a. "Master Case") - Contains the historical documents for the open case since its inception. The Historical Case is used periodically by the eligibility staff. Under this Contract, all Historical Cases may be sent to CONTRACTOR for storage.
- Desk Portion (a.k.a. "Boost Case") - Contains pertinent documents from the Historical Case plus the most recent documentation obtained during the required annual eligibility determination. Currently, eligibility staff keeps the Desk Portion at their desks. The current Desk Portions may all eventually be sent to CONTRACTOR as a result of LEADER implementation at DPSS offices. Eligibility staff will have only a small LEADER Paper Case Record at their desks until the case is terminated.

2.6 Case Segment

Case Records may consist of a varying number of Case Segments. Each Case Segment is contained in a separate manila folder and may be identified as "Financial Folder," "Food Stamp Folder," or other label. Each Case Segment uses the same unique Case Number assigned to the master Case Record. CONTRACTOR shall retrieve the Case Record, including all Case Segments, as a single retrieval. The LEADER paper Case Records do not have Case Segments.

2.7 Closing Date

A date assigned by COUNTY to each Case Record when it is closed.

2.8 Contract Discrepancy Report

A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with CONTRACTOR's performance. If CONTRACTOR's performance is determined to be unsatisfactory, the CCA is required to forward the CDR to CONTRACTOR for his response (See Technical Exhibit 6.2).

2.9 Department of Children and Family Services (DCFS)

The COUNTY department responsible for providing protective services to children.

2.10 Department of Community and Senior Services (DCSS)

The COUNTY department responsible for providing Adult Protective Services (APS) to adults age 18 and over who are reported to be endangered by abuse, neglect, exploitation or unsafe and hazardous living conditions .

2.11 Department of Public Social Services (DPSS)

The COUNTY department responsible for providing social and financial services to eligible persons.

2.12 Duplicate Processing (of case record(s))

This refers to Case Records which have 1) the same Close Date as the original Closed Case Record or 2) the same Case Number as the original Open Case Record previously received for processing or 3) a Case Record with the Same Case Name and Number as other Cases in storage, which the COUNTY has identified as the remaining closed Case Record and there is no other open Case Record or 4) been identified as converted from a Legacy Case Number to a LEADER Case Number and there is a stored Legacy Case record which must be combined with a LEADER Case Record for the same family. These situations result in more than one Case Record in storage and require that the CONTRACTOR pull the original case record(s) and band it together with any additional (duplicate) records and file the records together. The Inventory System must reflect that records have been combined in order to ensure future retrieval.

2.13 GAIN Participants

CalWORKs participants (formerly Aid to Families with Dependent Children recipients) who are offered a wide range of services designed to help them transition from welfare dependence to employment. GAIN participants are an untapped pool of carefully screened, motivated individuals who are ready for employment and are willing to accept entry level positions which will give them work experience and the opportunity for advancement.

2.14 Late Delivery

Late delivery occurs when:

- a. Any or all deliverables (e.g., Retrieved Case Records/Boxes and Management Information Reports) are not delivered to the requestor in accordance with the time periods set forth in the Contract.
- b. Any deliverables which are not delivered and found to be in error will not be considered delivered until the requestor has received the requested item.

2.15 LEADER

An acronym for Los Angeles Eligibility Automated Determination, Evaluation and Reporting System, which has replaced other DPSS computer systems such as WISE and BITS. LEADER contains all necessary Case Record data, which results in a LEADER Paper Case Record much smaller than the previous DPSS Case Records.

LEADER Case Numbers

Alpha-numeric number assigned to records with the implementation of the LEADER system.

LEGACY Case Numbers

Numeric number assigned to records prior to the implementation of the LEADER system.

“Case Number” in this Contract may refer both to LEADER and its corresponding Legacy Case Number in this Contract.

2.16 Lot

The total number of service outputs in a surveillance period.

2.17 Multiple Closing Dates

A Case Record with one or more closing dates within the same calendar year.

2.18 Multiple Separate Family Case Record Storage

There may be multiple Separate Family Case Records (i.e., member(s) of the same family aided using the same seven-digit/character Case Number but with a different Separate Family number that could be any number between one and nine). All open historical Separate Family Case Records shall be stored as one Case Record based on the same-seven digit/character Case Number.

When each Separate Family Case Record is closed, COUNTY will search its data files to determine if other Separate Family Case Record(s) are still open and, if so, will alert CONTRACTOR (i.e., by indicating a special statement on the Transmittal) to store the recently closed Separate Family Case Record with the Open Case Record for the same Case Number until the last Separate Family Case Record is closed. At which point, CONTRACTOR shall pull the entire Open Case Record, combine it with the last Closed Separate Family Record, update the Inventory System to reflect the change in status from open to closed, and indicate the new location of the entire record stored as a Closed Case Record.

2.19 Performance Indicators

Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.

2.20 Performance Requirements Summary

Identifies the key performance indicators of the Contract that will be evaluated by COUNTY to assure Contract performance standards are met by CONTRACTOR. (See Technical Exhibit 6.1).

2.21 Permanent Removal of a Box for Destruction

The process of locating and pulling a Box stored at CONTRACTOR's facility, updating the Inventory System to show that such Box has been removed and, in the case of a Box containing Case Records or Special Investigation Records on CONTRACTOR's Inventory System, to show that all of the Case Records or Special Investigation Records contained therein have been removed and making the Box available to COUNTY at the loading dock of CONTRACTOR's facility. No deletion of information will be made from CONTRACTOR's Inventory System in connection with permanent removal of a Box.

2.22 Pick-Up and Delivery Stops

Regularly scheduled Pick-Up and Delivery Stops as specified by COUNTY at each of the COUNTY office addresses listed in Technical Exhibit 6.3.

2.23 Quality Assurance

Those actions taken by COUNTY to check goods or services listed on the Performance Requirements Summary (PRS) to determine that they meet the requirements of the Statement of Work.

2.24 Quality Control Program

Those actions taken by CONTRACTOR to ensure that delivery of service is in conformance with the requirements of the Statement of Work.

2.25 Random Sample

A sampling method where each service output in a lot has an equal chance of being selected. This method may be used to numerically test the quality of services offered by CONTRACTOR in performance of the Contract conditions.

2.26 Receipt Date

CONTRACTOR shall assign a Receipt Date to all Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records, which shall be the date such Case/Special Investigation Records, Boxes of IHSS Timesheets, Boxes of Court/Audit Case Records and Boxes of GR/NAFS Case Records/Documents are picked up by CONTRACTOR's messenger from COUNTY offices for processing at CONTRACTOR's facility.

2.27 Receiving and Processing a New Record Case

The process of receiving a new Case Record at the CONTRACTOR's facility and 1) assigning it a Receipt Date, 2) placing its Case Number, Case Name, Receipt Date, Close Date and the number of the COUNTY office from which the New Case Record was sent, on the CONTRACTOR Inventory System and 3) placing it in storage.

2.28 Refiling of Case Record

The process of receiving a Borrowed Case Record and updating the Inventory System to reflect its return and placing it in storage. If the Borrowed Case Record was retrieved originally from a Box, it shall be returned to that Box whenever possible. In the event the record must be reboxed, the Inventory System must be updated to reflect the change.

2.29 Retrieval of a Case Record

The process of locating and pulling a Case Record (including all Case Segments) and updating the CONTRACTOR's Inventory System to show that the Case Record has been Borrowed or Withdrawn, the number of the COUNTY office which requested it, the date of request, whether it is a Regular Retrieval Request or Emergent Retrieval Request, and the date the Case Record was sent out for delivery.

2.30 Retrieval Request Forms

The documents used by COUNTY to request Case Records, Special Investigation Records, Boxes of IHSS Timesheets, and Boxes of GR/NAFS Case Records/Documents from CONTRACTOR will be lists which are computer generated, typewritten or legibly handwritten in English, and will list the information needed by CONTRACTOR to retrieve the Case Record, Special Investigation Record or Box (i.e., for a Case Record, the Retrieval

Request Form will include the Case Name and Case Number of each requested Case Record, and will give the number of the requesting COUNTY office).

2.31 Sample

A sample consists of one or more services outputs drawn from a lot, the outputs being chosen at random. The number of outputs in the sample is the sample size.

2.32 Standard

The acceptable level of performance set by the COUNTY for performing a service or activity.

2.33 Transmittal Forms

The documents used by COUNTY to send Case Records, Special Investigation Records, Boxes of IHSS Timesheets, and Boxes of GR/NAFS Case Records/Documents to the CONTRACTOR. Such forms may be computer generated, typewritten or legibly handwritten in English and will contain the necessary information for CONTRACTOR to use in receiving the Case Records, Special Investigation Records, Boxes of IHSS Timesheets and Boxes of GR/NAFS Case Records/Documents for storage and data entry to the CONTRACTOR's Inventory System (i.e., for Case Records, the Transmittal Form will list the Case Name, Case Number, the number of the submitting COUNTY office, and Close Date for closed records and shall identify which Records are Open. Special Investigation Records shall be identified as either negative or positive).

2.34 User Complaint Report

The report used by COUNTY to record Contract information and discrepancies or problems with CONTRACTOR performance. CONTRACTOR shall respond to each User Complaint.

2.35 Verification of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Cases Received

The process of checking the accuracy of the information contained on the COUNTY Transmittal Forms against the actual Case Record, Special Investigation Record, Boxes of IHSS Timesheets and Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records received.

2.36 Workday

Throughout this Statement of Work, whenever "workday" appears, it means a normal workday, Monday through Friday, 8:00 a.m. to 5:00 p.m., except COUNTY observed holidays.

3.0 COUNTY FURNISHED ITEMS

3.1 Cultural Awareness/Sensitivity Training

COUNTY will provide cultural awareness and sensitivity training materials to CONTRACTOR staff as appropriate.

3.2 Civil Rights Training

COUNTY will provide Civil Rights training materials to CONTRACTOR staff as appropriate.

3.3 Child Abuse Training

COUNTY will provide Child Abuse training materials to CONTRACTOR staff as appropriate.

3.4 Elder Abuse

COUNTY will provide Elder Abuse training materials to CONTRACTOR staff as appropriate.

3.5 County Furnished Materials

3.5.1 COUNTY shall provide a list of COUNTY observed holidays.

3.5.2 COUNTY shall provide open and closed Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents, Boxes of Court/Audit Case Records and the boxes needed for ongoing storage of Case Records/Special Investigation Records.

3.5.3 COUNTY shall provide hiring guidelines for candidates with criminal convictions.

3.5.4 COUNTY shall provide the algorithm for conversion from Legacy to LEADER Case Number conversion.

3.6 Messenger Services for the Department of Children and Family Services

The COUNTY Department of Children and Family Services (DCFS) will provide all pick-up and delivery services from CONTRACTOR's site to DCFS sites, except that, if Case Records are stored in a remote location, CONTRACTOR shall deliver such archive Case Records from the remote location to the requesting DCFS office.

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall furnish all personnel, equipment and supplies (with exception of Boxes provided by COUNTY under Subsection 3.5.2, Materials) to perform all services required by this Contract and shall adhere to all requirements imposed on CONTRACTOR by this Contract.

4.1 Personnel

- 4.1.1 CONTRACTOR shall provide all personnel, including supervisory and administrative staff to execute all terms of this Contract.
- 4.1.2 For three months prior to the expiration or cancellation of this Contract, CONTRACTOR shall provide, without additional cost to COUNTY, the normal services of the Contract Manager, Quality Control lead person and/or supervisors to ensure a smooth transition from CONTRACTOR provided services back to COUNTY or another Contractor. (See Section 8.0, Terms and Conditions, Subsection 8.11, Completion of Contract).
- 4.1.3 CONTRACTOR shall conduct, at no cost to COUNTY, criminal background checks to ensure all CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.
- 4.1.4 CONTRACTOR shall ensure messengers provided for pick-up and delivery services, and personnel who directly interact with COUNTY employees, shall at a minimum, be:
 - 1. Able to fluently read, write, speak and understand English;
 - 2. Able to communicate effectively, using good judgment and diplomacy;
 - 3. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner;
 - 4. Able to handle sensitive materials and perform confidential duties; and
 - 5. Able to satisfy a background check.

4.2 Equipment, Supplies and Materials

CONTRACTOR shall provide all computers, telephones (including a separate line for Welfare Fraud Prevention and Investigation), photocopy equipment, vehicles, hardware, supplies and materials, and any additional items of equipment necessary to meet work requirements under this Contract, with the exception of Boxes provided by COUNTY under Subsection 3.5.2, Materials. Equipment which CONTRACTOR must purchase in order to meet the work requirements under this Contract shall become COUNTY property

upon expiration or termination of this Contract. (See Section 8.0, Terms and Conditions, Subsection 8.44, Ownership of Data/Equipment). Said equipment shall be delivered to COUNTY, on, or prior to, the expiration or termination of the Contract, as determined by COUNTY.

4.3 Storage Space

CONTRACTOR shall furnish sufficient storage space in a warehouse with a loading dock or an adequate shipping and receiving area and entrance. The facility shall contain state-of-the-art shelving and racks, which are securely fastened, to store and maintain all boxed Case Records and Documents; and shall be earthquake resistant and organized in a manner that allows safe and orderly access to records at any height or location. The warehouse facility must meet all applicable building code and zoning requirements.

4.4 Designated Site for Department of Children and Family Services (DCFS)

CONTRACTOR shall provide, within its facility, a designated area for COUNTY's DCFS messenger to pick-up and deliver Case Records retrieved and returned by that Department.

4.5 Physical and Access Security

CONTRACTOR shall provide for the security of the storage facility, COUNTY property (i.e., including, but not limited to, Case Records, all boxed Records/Documents and the Inventory System).

CONTRACTOR shall preserve COUNTY property and data from loss or damage through control of use and access to COUNTY property. Only CONTRACTOR-authorized personnel shall handle and have access to COUNTY stored property, except for those persons otherwise authorized by COUNTY or who may gain access through the acts or omissions of COUNTY.

4.6 Inventory System

CONTRACTOR shall be required to provide an Inventory System that can convert and track two case numbers for one case record:

CONTRACTOR shall maintain a state-of-the-art Inventory System that will manage inventory in the following manner:

- Separate tracking for Case Records;
- Separate tracking for Boxes of IHSS Timesheets;
- Separate tracking for Boxes of GR/NAFS Case Records/Documents;

- Separate tracking for Boxes of Court/Audit Case Records, with the capacity to categorize and identify cases based on type of court or audit, as identified by COUNTY;
- Separate tracking for Special Investigation Records, subdivided into negative or positive, as identified by COUNTY. CONTRACTOR shall implement a system of tracking which prevents the accessing of a Special Investigation Record through the tracking of a Case Record;
- CONTRACTOR's system shall include, but not be limited to, safeguards in all areas to ensure against loss of, and provide for timely retrievals of, Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents, and boxes of Court/Audit Case Records;
- CONTRACTOR shall provide a system of tracking records that is capable of expanding, tracking, cross-referencing and reconciling additional classifications of Records as may be deemed necessary by COUNTY. The Inventory System shall be continuously updated with Case Record/Special Investigation Record/Box activity during the term of the Contract;
- CONTRACTOR shall provide a system that reconciles records that have been combined in a single location, eliminating the erroneous conclusion that a record is not on file or duplicating costs of searching for a record that has been combined; and
- CONTRACTOR shall provide a system that is capable of tracking two case numbers for one case record and that is capable of converting numeric case numbers (old case numbers) to alpha numeric case numbers (new case numbers). NOTE: The COUNTY will provide the conversion algorithm.

Upon expiration of the Contract, or at any time upon request by COUNTY, CONTRACTOR agrees to provide COUNTY with one (1) copy of the DPSS Case Tracking data and one (1) copy of the DPSS Special Investigation Record Tracking data, including all case tracking data. In addition, CONTRACTOR shall provide COUNTY with data pertaining to the tracking of GR/NAFS, IHSS, Court/Audit boxes and any other Boxes similarly stored, which shall be provided in an electronic format acceptable to the COUNTY.

4.7 Posted Materials

CONTRACTOR shall post in its facility(ies), where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Service notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

4.8 Training

4.8.1 CONTRACTOR shall provide training in all aspects of services provided in this Contract.

4.8.2 CONTRACTOR shall furnish Child Abuse, Elder Abuse, Cultural Awareness and Civil Rights training for all CONTRACTOR staff. The training shall be provided by CONTRACTOR utilizing COUNTY provided written materials and/or videos.

4.8.3 CONTRACTOR shall provide employee orientation and training that covers all aspects of Contract services.

5.0 SPECIFIC TASKS AND DELIVERABLES

5.1 Initial Transfer, Inventory, Storage and Tracking of records and boxes for all Case Records

- 5.1.1 CONTRACTOR shall transfer to its facility(ies) all Open and Closed Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records currently stored at current CONTRACTOR's facilities. The current locations are: (1) 6277 Slauson Avenue, Los Angeles, California 90040 and (2) 5 Minson Way, Montebello, California 90640. CONTRACTOR shall provide all trucks, material handling equipment, all labor to load Boxes for transit and to move Boxes, all labor to perform the initial inventory, all labor to record data into the Inventory System as necessary, and all labor to place boxes of Open and Closed Case Records, Special Investigation Records, IHSS Timesheets, GR/NAFS Records, and Boxes of Court/Audit Case Records into storage at CONTRACTOR's facility(ies).
- 5.1.2 CONTRACTOR shall ensure, within the same database, separate storage and inventory tracking for each of the following categories as outlined below and subject to change depending on the COUNTY's needs and with no more than 30 days notification. CONTRACTOR shall add or delete categories of separate storage/tracking as deemed necessary by COUNTY.
- 5.1.3 CONTRACTOR shall ensure separate storage and inventory tracking for each of the following categories as outlined below:
 - a. Separate tracking for Open and Closed Case Records, with open case records stored separately from closed case records (i.e., open case records shall not be stored in the same box as closed case records);
 - b. Separate storage/tracking for Special Investigation Records, subdivided into positive and negative findings (i.e., positive findings shall not be stored in the same box as negative findings);
 - c. Separate storage/tracking for Boxes of GR/NAFS Case Records/Documents;
 - d. Separate storage/tracking for Boxes of IHSS Timesheets; and
 - e. Separate storage/tracking for Court/Audit Case Records.

- 5.1.3.1 CONTRACTOR shall provide tracking of Special Investigation Records in a manner that ensures a Special Investigation Record cannot be accessed through a Case Record request.
- 5.1.3.2 CONTRACTOR shall store Boxes of Court/Audit cases in separate categories, as directed by COUNTY, to identify the type of Court/Audit case. (i.e., Boxes of identified IHSS court cases shall be identified separately from Boxes of identified CalWORKs court cases on Inventory System to enable COUNTY to retrieve or destroy Boxes of Court/Audit cases by category).
- 5.1.3.3 CONTRACTOR shall add or delete categories of separate storage/tracking as deemed necessary by COUNTY.

5.2 Contractor Provided Messenger Pick Up and Delivery Service

5.2.1 Regular Pick-Up and Delivery Stops

CONTRACTOR shall provide messenger service for regularly scheduled Pick-Up and Delivery Stops to and from each COUNTY office listed in Technical Exhibit 6.3. (COUNTY Office Addresses). The frequency of the messenger service shall be every other workday at each of the COUNTY offices listed in Technical Exhibit 6.3 or as otherwise determined by COUNTY. CONTRACTOR's messenger shall arrive within one-half hour of the scheduled time for each COUNTY office. The list of facilities is subject to change periodically based on location changes and the needs of COUNTY.

- 5.2.1.1 At each COUNTY office, CONTRACTOR's messenger shall deliver any Withdrawn or Borrowed Case/Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Court/Audit Cases and pick up any Retrieval Requests.
- 5.2.1.2 CONTRACTOR's messenger shall accept Retrieval Requests for Special Investigation Records from and deliver Special Investigation Records only to Welfare Fraud Prevention and Investigations Section and/or the District Attorney's Office, as instructed by the CCA.
- 5.2.1.3 COUNTY staff at each office location shall bundle Case Records submitted for storage and submit the records to CONTRACTOR's messenger. Case Records shall be accompanied by a Transmittal Form as defined in Section 2.0, Definitions, listing each Case Record and

identifying Case Number. COUNTY staff at District #372, Welfare Fraud Prevention and Investigation, and the District Attorney shall follow the same procedures for Special Investigation Records, and shall identify Records as either positive or negative.

- 5.2.1.4 COUNTY staff at each office location shall submit Boxes of IHSS Timesheets, GR/NAFS and Court/Audit Cases with an identifying Box label attached to each Box to CONTRACTOR's messenger, accompanied by a Transmittal Form as defined in Section 2.0, Definitions.

5.2.2 Changes to Pick-Up and Delivery Stops

COUNTY may make a deletion(s) from the list of regular Pick-Up and Delivery Stops, or may add to such list, an additional office(s) located in Los Angeles County, by giving written notice of such deletion(s) or addition(s) to CONTRACTOR, in which event CONTRACTOR will change delivery schedule to delete or add stops as requested by COUNTY.

- 5.2.2.1 The number of locations and/or addresses may fluctuate during the term of this Contract. Any such change resulting in a 10 percent increase or decrease shall require prior notification by COUNTY.

- 5.2.2.2 COUNTY has assigned each COUNTY office a unique two, three or four digit number as shown in Technical Exhibit 6.3, COUNTY Office Addresses. This number will be used by CONTRACTOR in identifying each COUNTY office; and therefore COUNTY agrees not to change any of said numbers without prior CONTRACTOR notification. COUNTY further agrees that any new COUNTY offices will be assigned a unique two, three or four digit number, and that CONTRACTOR shall be advised of each such new number to said office being included as a COUNTY office.

5.2.3 Emergent Delivery

In addition to the regular Pick Up and Delivery Stops, COUNTY may, from time to time, request by telephone that a Retrieved Case Record(s), Special Investigation Record(s), Box(es) of IHSS Timesheets, Box(es) of GR/NAFS Case Records/Documents or Box(es) of Court/Audit Case Records be delivered within one (1) workday to a specified COUNTY Office, in which case CONTRACTOR shall arrange for a special emergent delivery of the Record(s)/Box(es) to the COUNTY Office.

CONTRACTOR shall ensure that requests for emergent delivery are accepted only from authorized COUNTY employees, as specified in the Authorized Persons Listing provided to CONTRACTOR by COUNTY. CONTRACTOR shall further ensure no Retrieval Request (Emergent or Regular) is accepted for Special Investigation Records outside of authorized persons at Welfare Prevention & Investigations, District #372, and authorized District Attorney staff, each of whom shall be assigned a password.

5.2.4 Scheduled Route for Delivery and Pick-Up Stops

CONTRACTOR shall provide a copy of the scheduled route(s) of the messenger service to the County's Contract Administrator (CCA) prior to the Contract start date.

5.2.4.1 CONTRACTOR may change his scheduled routes at any time; however, CONTRACTOR shall notify the CCA in writing, at least one (1) business day prior to any such change.

5.2.4.2 The schedule of routes shall contain approximate arrival times at each COUNTY office. CONTRACTOR's messenger shall arrive within one-half (1/2) hour of the scheduled arrival time.

5.2.5 Minimum Number of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents, Boxes of Court/Audit Case Records for Pick-Up at Each Stop

5.2.5.1 CONTRACTOR's messenger shall pick-up at each COUNTY office all Case/Special Investigation Records and Boxes designated by COUNTY for pick-up. To the extent transport space prohibits the transport of all Case/Special Investigation Records and Boxes designated for pick-up, CONTRACTOR shall, at a minimum, transport the lesser of the actual number of Case/Special Investigation Records and Boxes designated for pick-up or 125 Records and 2 Boxes each of GR/NAFS Case Records/Documents, IHSS Timesheets, Court Case/Audit Case Records.

5.2.5.2 CONTRACTOR shall arrange for a special pick-up if a COUNTY office(s) has more records/boxes than can be accommodated during the regularly scheduled stop.

5.2.6 Case Records/Special Investigation Records/Box Count by CONTRACTOR's Messenger at Pick-Up Stops

5.2.6.1 CONTRACTOR's messenger shall count the number of Case Records/Special Investigation Records to be picked up at each location, ascertain that the Transmittal Form reflects the same number of Case Records/Special Investigation Records, and place the records in a locked and sealed container for transport to storage.

5.2.6.2 CONTRACTOR's messenger shall count the number of Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court /Audit Case Records at each location to ascertain that the Transmittal Form reflects the same number of Boxes.

5.3 Receipt, Storage, Retrieval and Refiling Requirements for Open and Closed Case Records and Special Investigation Records

5.3.1 Verification and Processing of Records Received

CONTRACTOR shall perform its verification at the CONTRACTOR's receiving facility. Any Case Records/Special Investigation Records which are not accurately described on the Transmittal Form shall be returned by CONTRACTOR to the sending COUNTY office with appropriate notation and without charge to COUNTY.

5.3.2 Processing Newly Received Case Records/Special Investigation Records

For all new Case Records and Special Investigation Records received at CONTRACTOR's facility, CONTRACTOR shall:

1. Assign a Receipt Date, which shall be the date the CONTRACTOR picks up the Record at the COUNTY office for processing at CONTRACTOR's facility;
2. Enter the Case Number, Case Name, Receipt Date, Close Date for Closed Case Records and Special Investigation Records (including negative or positive for Special Investigation Records), and the number of the COUNTY office from which the new record was received on CONTRACTOR's Inventory System;
3. Activate the Case Record convertor and search to ensure newly received cases are not known to the CONTRACTOR's data base; and if known and an open case, categorize case as a duplicate Case Record and follow procedures outlined in Subsection 5.3.4 herein below; and

4. Place the new record in storage, (when it is established the record is not already known to the system), separating records according to categories as follows:
 - a. Open Case Records
 - b. Closed Case Records
 - c. Special Investigation Records, subdivided into negative and positive as identified by COUNTY.

5.3.3 Processing Borrowed Case Records/Special Investigation Records Received for Refiling

For all Borrowed Case Records/Special Investigation Records received at CONTRACTOR's facility for refiling, CONTRACTOR shall update CONTRACTOR's Inventory System to reflect return of the Borrowed Record and place it in storage. The Borrowed Record shall be returned to the same Box. In the event borrowed cases can no longer be replaced in the same Box because additional materials filed in the case prevent inclusion in the same Box, the Record shall be reboxed and the Inventory System updated to reflect the change.

5.3.4 Processing a Duplicate Case Record

For all Duplicate Case Records, CONTRACTOR shall pull the original Case Record, band the original and duplicate together and file. Additionally, when notified by COUNTY that the last Case Record is closed and there are no remaining Open Case Records, CONTRACTOR shall pull all other Case Records with the same Case Name and Number and band the case records together and file. The process described herein is more complex than receiving a new case record in that it involves pulling an existing record, combining it with a newly received record, reboxing as appropriate and annotating the Inventory System.

CONTRACTOR will be required to reconcile the combining of case records in one location, to eliminate an erroneous determination that a case record is not on file and eliminating the cost of data entry for cases which have been combined.

For purposes of this Section, a duplicate case record is defined as:

- Same Close Date as original Closed Case Record;
- Same Case Number as the original Open Case Record previously received for processing; or
- A Legacy Case Number (an old numeric case number) that has been converted to a LEADER case number (a new alpha numeric case number).

CONTRACTOR will be required to update the Inventory System as part of the duplicate processing, as appropriate, and to reconcile the combining of case records in one location to eliminate an erroneous determination that a Case Record is not on file and eliminating the cost of data entry for cases which have been combined.

5.3.5 Storage of Case Records/Special Investigation Records

CONTRACTOR shall be solely responsible for the safe and confidential storage of all Case Records/Special Investigation Records from the time they are picked up from COUNTY offices until they are returned to a COUNTY office. All records shall be physically separated from the records of CONTRACTOR's other clients. Only CONTRACTOR-authorized personnel shall handle and have access to Case Records/Special Investigation Records.

5.3.6 Method of Storage

Case Records/Special Investigation Records shall be stored in boxes by Receipt Date in terminal digit order for Records with numeric Case Numbers and in terminal alpha order for Records that have alpha-numeric Case Numbers and shall be stored in separate boxes according to the following categories:

- a. Open Case Records
- b. Closed Case Records
- c. Special Investigation Records, subdivided into boxes of negative and positive, as identified by COUNTY.

Should Case Records be combined, and the Case Records include both a Legacy (numeric) Case Number and a LEADER (an alpha-numeric) Case Number, the LEADER alpha-numeric number will be the primary Case Number.

5.3.7 Changes in Storage Method

Any changes to the system described in Subsection 5.3.6 shall be approved in writing by the County Contract Administrator (CCA) prior to implementation. This will ensure a new CONTRACTOR will be able to assume this work, should it become necessary, at the termination or expiration of this Contract.

5.3.8 Retrieval and Delivery of Case Records/Special Investigation Records

CONTRACTOR shall be responsible for retrieval and delivery of requested Open and Closed Case Records and Special Investigation Records. Each batch of requested records delivered by CONTRACTOR shall be signed for by an authorized COUNTY employee on a CONTRACTOR provided delivery manifest. Special Investigation Records may only be requested and received by authorized personnel at Welfare Fraud Prevention & Investigations and by authorized personnel at the Office of the District Attorney, and shall not be delivered to any other COUNTY location, unless CONTRACTOR is specifically directed to do so by the County Contract Manager.

5.3.8.1 The signed delivery manifest, listing Records requested, retrieved and delivered shall be the basis for the monthly invoice from CONTRACTOR.

5.3.8.2 Retrieval Request Forms and all documentation of telephone calls from COUNTY authorized personnel requesting emergent Record retrievals shall be maintained to support the Records listed on the delivery manifest.

5.3.8.3 Retrieval Requests shall be in writing and shall come from COUNTY offices or special functions as listed in Technical Exhibit 6.3. Requests from other than those COUNTY offices or special functions listed in Technical Exhibit 6.3 shall be sent to CONTRACTOR by the CCA. COUNTY may periodically update the COUNTY offices and special functions listed in Technical Exhibit 6.3.

5.3.9 Retrieval Process

CONTRACTOR shall locate and pull each Case Record/Special Investigation Record for which a Retrieval Request Form has been received and update CONTRACTOR's Inventory System to show that the Record has been Borrowed or Withdrawn, the number of the COUNTY office which requested it, the date of the request,

whether it is a Regular Retrieval Request or Emergent Retrieval Request, and the date the Record was sent out for delivery.

A retrieved Case Record/Special Investigation Record shall be treated as either Borrowed or Withdrawn as designated by COUNTY on its Retrieval Request Form. In the event no such designation is made by COUNTY, the Case Record shall be considered Withdrawn.

5.3.9.1 Data Entry

CONTRACTOR shall perform data entry for all Records listed on the DPSS Retrieval Request Forms unless the retrieval is rejected because it is illegible, inaccurate or incomplete.

5.3.9.2 Data Entry and Requestor Notification for Case Records Not Available for Retrieval

If a Case Record is not available to CONTRACTOR for retrieval processing because it is out to another district, there is another retrieval in process or the record is not on file, CONTRACTOR shall notify the requestor for each such record which cannot be retrieved. CONTRACTOR shall provide a specific reason for a record not being on file (i.e., Case Record has not been received into storage.)

5.3.9.3 Borrowed Case Record/Special Investigation Record

When a Case Record/Special Investigation Record is Borrowed, CONTRACTOR shall indicate such fact and shall continue to retain such record on the Inventory System. Borrowed records, when returned to CONTRACTOR, shall be refiled.

5.3.9.4 Withdrawn Case Records/Special Investigation Records

When a Case Record/Special Investigation Record is Withdrawn, CONTRACTOR shall indicate such fact on CONTRACTOR's Inventory System. If a Withdrawn Case Record/Special Investigation Record is returned to CONTRACTOR for storage, it shall be received and processed as new inventory. CONTRACTOR shall, when necessary, alter a Borrowed or Withdrawn designation as COUNTY determines the need to do so.

5.3.9.5 Regular Retrieval Requests

CONTRACTOR shall retrieve and deliver all Regular Retrieval Requests for Case Records/Special Investigation Records within three (3) workdays after receipt of the request.

When COUNTY adds additional stops to CONTRACTOR provided messenger service with a frequency of other than every other day, CONTRACTOR shall deliver Records requested to these sites by the next scheduled delivery day.

5.3.9.6 Emergency Retrieval Requests

There may be occasional requests for emergency retrieval and delivery of Case/Special Investigation Records. Such Emergency Retrieval Requests shall be made by telephone or via fax by CCA or COUNTY office designee. CONTRACTOR shall be responsible, in these instances, for retrieval and delivery of the Record the next workday to the requestor. Those Records being delivered to COUNTY offices that would receive delivery services the next day shall be included in the regular delivery. Those Records being delivered to COUNTY offices that would not normally receive delivery services the next day shall be delivered by a CONTRACTOR's messenger. CONTRACTOR shall receive a signed receipt which includes the time of delivery of the requested Record.

5.3.9.7 Case Record Requests Involving Multiple Close or Receipt Dates

COUNTY shall notify CONTRACTOR on the Case Retrieval Request when a Case Record request is for all Records stored for a particular Case Name and Number (may involve multiple close or receipt dates) by indicating the request is a normal request for a three-year search or specifying expanded search dates. These requests may be Regular or Emergent. Upon receipt of such request, CONTRACTOR shall search the database for all records received or closed within the last three years and deliver all Case Records identified for the Case Name and Number in question to the requestor.

Please note, CONTRACTOR is expected to efficiently reconcile Case Records as described in Subsection 5.3.4.

5.3.10 Department of Children and Family Services (DCFS) Requests

The Department of Children and Family Services may occasionally request DPSS archive Case Records which may contain a protective services component. As CONTRACTOR receives requests from DCFS, CONTRACTOR shall pull the Case Record on a Borrowed status and make the Case Record available for DCFS messenger pick-up. Upon notification from DCFS, the CONTRACTOR shall change the status to "Withdrawn."

Note: CONTRACTOR shall not accept any new Case Records from DCFS for storage.

5.3.10.1 Regular Retrieval and Delivery of Case Records for DCFS

COUNTY DCFS messenger shall deliver a list of requested Case Records identified by office site number to CONTRACTOR by 10:00 a.m. each workday. CONTRACTOR shall have these Case Records available for pick-up by DCFS' messenger either the same day at 4:00 p.m. or the following day by 4:00 p.m.

DCFS messenger shall return Case Records to CONTRACTOR for refiling or DCFS will notify CONTRACTOR to change the status of the case on its Inventory System to Withdrawn as specified in Subsection 5.3.9.4.

5.3.10.2 Emergent Retrieval and Delivery of Case Records for DCFS

COUNTY DCFS' authorized person who requests Case Records will verify whether the Case Record is in the CONTRACTOR's Inventory System and when the Case Record will be available for pick-up.

For these Case Records, retrieval shall be required within 24 hours of the request, or sooner. These Case Records will be picked up by DCFS' emergency messenger, which may be a different messenger than the regular DCFS' messengers.

5.3.10.2 Emergent Retrieval and Delivery of Case Records for DCFS

COUNTY DCFS' authorized person who requests Case Records will verify whether the Case Record is in the CONTRACTOR's Inventory System and when the Case Record will be available for pick-up.

For these Case Records, retrieval shall be required within 24 hours of the request, or sooner. These Case Records will be picked up by DCFS' emergency messenger, which may be a different messenger than the regular DCFS' messengers.

5.4 Receipt, Storage, Retrieval and Refiling Requirements for Boxes of In-Home Supportive Services (IHSS) Timesheets, Boxes of General Relief (GR) Non-Assistance Food Stamps (NAFS) Case Records/Documents and Boxes of Court/Audit Cases

5.4.1 Verification and Processing of Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records Received

CONTRACTOR shall verify receipt of Boxes at CONTRACTOR's facility. Any Box that is not accurately identified by the Box label attached to each Box shall be returned to the sending COUNTY office with appropriate notation and without charge to COUNTY.

5.4.1.1 The COUNTY's Transmittal Form(s) attached to the Boxes submitted by COUNTY for storage shall be the basis for monthly invoice from CONTRACTOR.

5.4.2 Processing Newly Received Boxes of IHSS Timesheets, New Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records

CONTRACTOR shall maintain separate physical storage on shelves and separate tracking on CONTRACTOR's Inventory System for Boxes of IHSS Timesheets, separate physical storage and tracking for Boxes of GR/NAFS Case Records/Documents and separate physical storage and tracking for Boxes of Court/Audit Case Records (by court case and audit type).

5.4.2.1 Boxes of IHSS Timesheets

Each Box of IHSS Timesheets will be pre-labeled by COUNTY with information reflecting the Box contents (i.e., a two digit COUNTY office number, four digit year, two digit month, one digit pay period, four character alpha code and one digit Box designation). CONTRACTOR shall enter this alpha-numeric identification for Box contents on CONTRACTOR's Inventory System along with the Receipt Date and CONTRACTOR's Box Storage location identifier and place the Box onto shelving for storage.

5.4.2.2 Boxes of GR/NAFS Closed Case Records/Documents

Each Box of GR/NAFS Case Records/Documents will be pre-labeled by COUNTY with a unique number, not to exceed twelve (12) characters, for identification purposes. CONTRACTOR shall enter this Box identification number on CONTRACTOR's Inventory System along with the Receipt Date and CONTRACTOR's Box storage location identifier and place the Box onto shelving for storage.

5.4.2.3 Boxes of Court/Audit Case Records

Each Box of Court/Audit Case Records will be pre-labeled by COUNTY with a unique number for identification purposes. CONTRACTOR shall enter this Box identification number on CONTRACTOR's Inventory System along with the Receipt Date and CONTRACTOR's Box storage location identifier and place the BOX onto shelving for storage. In addition to Boxes of Court/Audit Case Records being stored and tracked separately from Boxes of IHSS Timesheets and Boxes of GR/NAFS Case Records/Documents, they shall also be stored separately by type of Court Case and Audit.

5.4.2.4 Storage of Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Cases

CONTRACTOR shall be solely responsible for the safe and confidential storage of all Boxes of IHSS Timesheets, all Boxes of GR/NAFS Case Records/Documents and all Boxes of Court/Audit cases from the time they are picked up from COUNTY offices until they are returned to a COUNTY office.

All Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records shall be stored in an orderly manner with separate physical storage and tracking for each category and separate physical storage and tracking for each subcategory under the Court/Audit Case Records category.

Any changes to the system described in this Subsection 5.4.2.4 shall be approved in writing by the CCA prior to implementation. Another CONTRACTOR must be able to assume this work, should it become necessary, at the termination or expiration of the Contract.

5.4.3 Retrieval and Delivery of Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records

CONTRACTOR shall be responsible for retrieval and delivery of requested Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records; and shall update CONTRACTOR's Inventory System to show that the Box has been Borrowed or Withdrawn, the number of the COUNTY office which requested it, the date of the request, whether it is a Regular Retrieval Request or Emergent Retrieval Request and the date the Box was sent out for delivery.

Each requested Box shall be signed for by an authorized COUNTY employee on a CONTRACTOR provided delivery manifest.

- 5.4.3.1 The signed delivery manifest, listing Boxes requested, retrieved and delivered shall be the basis for the monthly invoice from CONTRACTOR.
- 5.4.3.2 Retrieval Request forms and all documentation of telephone calls from COUNTY authorized personnel requesting emergent Box retrievals shall be maintained to support the Boxes listed on the delivery manifest.
- 5.4.3.3 Retrieval Requests for all Boxes shall be in writing and shall come from COUNTY offices or special functions as listed in Technical Exhibit C-7. Requests from other than those COUNTY offices or special functions listed on Technical Exhibit C-7 shall be sent to CONTRACTOR by the CCA. COUNTY may periodically update the COUNTY offices and special functions listed on Technical Exhibit 6.3.

5.4.3.4 Data Entry

CONTRACTOR shall perform data entry for all Boxes listed on Retrieval Request forms unless the Retrieval Request is rejected because it is illegible, inaccurate or incomplete.

5.4.3.5 Data Entry and Requestor Notification for Boxes Not Available for Retrieval

If a Box is not available to CONTRACTOR for retrieval processing because it is: 1) Out to another COUNTY office, 2) There is another retrieval in process, or 3) The Box is not on file. CONTRACTOR shall notify the requestor for each such Box which cannot be retrieved and shall state the reason the Box cannot be retrieved. If the Box is not on file, CONTRACTOR shall specify the reason the Box is not on file (i.e., the Box was never received into storage).

5.4.3.6 Borrowed Boxes of Records/Documents

When a Box of Records or Documents is Borrowed, CONTRACTOR shall indicate such fact and shall continue to retain such record on the Inventory System. Borrowed Boxes, when returned to CONTRACTOR, shall be refiled.

5.4.3.7 Withdrawn Boxes of Records/Documents

When a Box of Records or Documents is Withdrawn, CONTRACTOR shall indicate such fact on CONTRACTOR's Inventory System. If a Withdrawn Box is returned to CONTRACTOR for storage, it shall be received and processed as new inventory. COUNTY shall, when necessary, alter a Borrowed or Withdrawn designation as COUNTY determines the need to do so.

5.4.3.8 Regular Retrieval Requests for Retrieval and Delivery of All Boxes of Case Records and Documents

CONTRACTOR shall retrieve and deliver Regular Retrieval Requests for Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records within three (3) workdays after receipt of the request.

When COUNTY adds additional stops to CONTRACTOR provided messenger service with a frequency of other than every other day, CONTRACTOR shall deliver Boxes requested to these sites by the next scheduled delivery day.

5.4.3.9 Emergency Retrieval Requests for Retrieval and Delivery of All Boxes of Case Records and Documents

There may be occasional requests for emergency retrieval and delivery of a Box(es) of IHSS Timesheets, Box(es) of GR/NAFS Case Records/Documents or Box(es) of Court/Audit Case Records. Emergency Retrieval Requests will be made by telephone or via fax by the designee at each COUNTY office listed on Technical Exhibit 6.3. CONTRACTOR shall, in these instances, be responsible for retrieval and delivery of the requested Box(es) the next workday. Those Boxes being delivered to COUNTY offices that would normally receive delivery services the next day shall be included in the regular delivery. Those Boxes being delivered to COUNTY offices that would not normally receive delivery services the next day shall be delivered by a CONTRACT messenger. CONTRACTOR will receive a signed receipt which includes the time of delivery of the requested Boxes.

5.5 Release of Stored Records/Documents

Except for delivery of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records provided herein, or as otherwise expressly authorized by the CCA, or pursuant to a valid court order, CONTRACTOR shall not release a Case Record, Special Investigation Record, Box of IHSS Timesheets, Box of GR/NAFS Case Records/Documents or a Box of Court/Audit Case Records, or any part(s) thereof, to anyone but an authorized COUNTY employee as specified in Subsection 5.4.3.3 above. If CONTRACTOR should be asked to accept a subpoena for a Case Record, CONTRACTOR shall notify the server of the subpoena that the Custodian of Records is located at the DPSS Headquarters office at 12820 Crossroads Parkway South, City of Industry, California 91746 and that the subpoena should appropriately be served to that address.

5.6 Permanent Removal of Stored Records/Documents

5.6.1 General

COUNTY shall provide for destruction of Case Records, Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records and Boxes of Court/Audit Case Records independent from this Contract. DPSS shall be responsible for said destruction throughout the term of the Contract.

IN NO EVENT SHALL CONTRACTOR, OR ANY OF CONTRACTOR'S AGENTS, DESTROY OR CAUSE TO BE DESTROYED, ANY CASE RECORD, SPECIAL INVESTIGATION RECORD, BOX OF IHSS TIMESHEETS, BOX OF GR/NAFS CASE RECORDS/DOCUMENTS OR BOX OF COURT/AUDIT CASE RECORDS.

5.6.2 Retrieval of Stored Records/Documents for Destruction

Should it become possible for the COUNTY to destroy old Case Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents, Boxes of Court/Audit Case Records, COUNTY shall furnish CONTRACTOR with a computer listing or closing years of Closed Case Records or Box Identifier Numbers for Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents or Boxes of Court/Audit Case Records to be retrieved for destruction. If COUNTY requests destruction of old Case Records based on closing years, COUNTY may need to identify specific records for CONTRACTOR to retrieve, rebox and save from destruction.

CONTRACTOR shall provide COUNTY with a computer listing of all positive and negative Special Investigation records, upon COUNTY notification of pending record destruction. The COUNTY will review and notify CONTRACTOR of any specific records COUNTY wishes to exempt from destruction and CONTRACTOR shall retrieve, rebox and save those records from destruction.

5.6.2.1 Logistics of the destruction will be coordinated by the CCA. Upon request from DPSS authorized staff, CONTRACTOR shall locate and pull all COUNTY designated Case and Special Investigation Records and Boxes, update the Inventory System to show that such Records/Boxes have been removed and prepared for COUNTY pick-up at CONTRACTOR's loading dock.

NO DELETION OF INFORMATION SHALL BE MADE FROM CONTRACTOR'S INVENTORY SYSTEM IN CONNECTION WITH PERMANENT REMOVAL OF CASE OR SPECIAL INVESTIGATION RECORDS OR ANY BOXES.

5.6.3 Permanent Removal of Boxes Upon Termination or Expiration of the Contract

Upon termination or expiration of the Contract or upon demand from COUNTY, and with receipt of written instructions from COUNTY, CONTRACTOR shall remove, identify, palletize and stage on its loading dock (or shipping area) all Boxes of DPSS Case or Special Investigation Records, Boxes of IHSS Timesheets, Boxes of GR/NAFS Case Records/Documents and Boxes of Court/Audit Case Records in a manner acceptable to COUNTY, and at no cost to COUNTY, except as provided in Exhibit A Section 8.0, Subsection 8.56 (Termination for Convenience of the County).

5.6.3.1 CONTRACTOR shall update its Inventory System to accurately reflect all Case and Special Investigation Records and all Boxes of IHSS Time Sheets, GR/NAFS Case Records/Documents and Court/Audit Case Records placed on its loading dock for pick-up by COUNTY and provide COUNTY with an electronic listing of all such data in a readily readable file format.

5.6.3.2 CONTRACTOR shall assist and work with COUNTY and its designated movers in establishing and meeting transfer schedules and timetables. COUNTY, or COUNTY's designee, shall provide moving staff and necessary equipment to transfer its records off the CONTRACTOR's dock. (See Attachment A Section 8.0, Paragraph 8.11, Completion of Contract).

5.7 Performance Outcome Measures

Consistent with the County's goal of administering programs and services with specific and measurable outcomes, these Contracted services include Performance Outcome Measures that are consistent with the County's organizational effectiveness goals.

The overall vision of the Case Record Storage and Retrieval Services Contract is to ensure that service delivery systems are efficient, effective and goal oriented and to help strengthen the County's fiscal capacity. The following goals were developed with this ultimate vision in mind.

- 5.7.1 Contractors shall ensure that 100 percent of pick-up and deliveries occur within ½ hour of the scheduled arrival time at each office location, for 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records, 4) Boxes of IHSS Timesheets, 5) Boxes of GR/NAFS Records/Documents, 6) Boxes of Court/Audit Case Records.
- 5.7.2 Contractor shall ensure that for 100 percent of the time, the lesser of the actual number of case records and boxes or 125 records and 2 boxes are picked up at each office location.
- 5.7.3 Contractor shall ensure that 100 percent of regular case requests are delivered in 3 workdays and that 100 percent of emergent requests are delivered in 1 workday.

The provisions of Subsections, 5.7.1, 5.7.2, 5.7.3, will be monitored for compliance by the County Contract Administrator on a semi-annual basis. Penalties will be assessed for any unresolved instances of non-compliance as stated in Technical Exhibit 6.1, Performance Requirements Summary Chart.

5.8 Contingency Plan for Work Stoppage

In the event of any work stoppage caused by any labor dispute, CONTRACTOR shall continue all phases of the storage, retrieval, pick-up/delivery services specified herein.

5.9 Monthly Management Report

- 5.9.1 CONTRACTOR shall provide a monthly report, including but not limited to, workload statistics and documentation on the following, which shall be separately reported in the identified categories of 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records, 4) Boxes of IHSS Timesheets, 5) Boxes of GR/NAFS Records/Documents, 6) Boxes of Court/Audit Case Records and 7) activity related to the Department of Children and Family Services. Each category shall be reported separately, shall be due the 15th of the month following the service month and submitted with CONTRACTOR's invoice and shall include, but not be limited to, the following:

- a. Number of requests for a Record or Box received (identified as either a regular or emergent request), number of Record/Box retrievals, number of duplicate case records and refiles; number of Records/Boxes undeliverable as Record/Box is out to another district or not on file, (with the reasons the Record/Box is not on file); number of special pick-ups and deliveries; number of Records and Boxes sent to CONTRACTOR for storage, number of Records stored in categories 1 through 3 above; number of boxes retained on CONTRACTOR's shelves in categories 1 through 6 above and number of special stops at COUNTY offices for special deliveries.
- b. CONTRACTOR's report for Department of Children and Family Services (DCFS) shall not include information on stops at DCFS facilities, on receipt of new cases, duplicate processing or number of Boxes or Records stored on the shelves as this activity is not performed for DCFS.

5.9.2 CONTRACTOR shall perform periodic reconciliation of Open Case Records in storage to determine if any should be filed as Closed Case Records based on data provided by COUNTY in a mutually acceptable format.

5.10 Forms

Forms applicable to the Statement of Work are listed and described below. COUNTY shall notify CONTRACTOR on changes to forms or additional forms necessary to the performance of any resultant Contract before the Contract start date and shall notify CONTRACTOR of changes or additional forms which may take place after Contract start date. All forms listed are completed by COUNTY staff and forwarded to CONTRACTOR for required action (i.e., to receive and store, retrieve and refile a Case Record or Box).

5.10.1 Transmittal Forms

The PA 6, Miscellaneous Transmittal Form, and the PA 6-1, Miscellaneous Transmittal, are used by the COUNTY to send new Case Records and Boxes to storage; and to transmit the return of Case Records and Boxes to storage.

5.10.2 Request to Borrow Case Record, Boxes, Documents and Timesheets

The PA 2241, Request to Borrow Stored Records/Documents/Boxes, is used by the COUNTY in the following manner:

1. PA 2241 - This form is used by COUNTY to request some case records and to notify CONTRACTOR to update the Inventory System to reflect a change from Borrowed to Withdrawn status.
2. PA 2241-1 - This form is used by COUNTY to borrow boxes of GR/NAFS Case Records and Part II of the form is used to request Boxes of GR Documents.

3. PA 2422-2 - This form is used by COUNTY to request Boxes of IHSS Timesheets and to return Boxes of IHSS Timesheets.

5.10.3 Request for Case Record Gram

The PA 213, Request for Case Record Gram, is used by COUNTY to request some Case Records.

6.0 TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 6.1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

PERFORMANCE REQUIREMENTS SUMMARY

1.1 INTRODUCTION

This Technical Exhibit lists the minimum required services that will be monitored by the County during the term of the Contract. It indicates the required services, the Standards for performance, maximum deviation from the Standard(s) before service(s) will be determined to be unsatisfactory, and the County's preferred method of monitoring.

All listings of required services or Standards used in this Performance Requirements Summary are intended to be completely consistent with the terms and conditions of this Contract and the Statement of Work and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the terms and conditions of this Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the terms and condition of the Contract, the Statement of Work and this Performance Requirements Summary, the terms and conditions of the Contract and the Statement of Work will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the terms and conditions of the Contract or in the Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis of the assignment of any points.

Because the provision of case record storage and retrieval services is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the County Contract Administrator by the Contractor before the allowable deviation from acceptable Standard should occur. However, it is the Contractor's responsibility to provide the services set forth in the Statement of Work and summarized in the Performance Requirements Summary.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this Exhibit and lists:

- This Contract's requirements considered most critical to acceptable Contract performance (Column 2 of chart).
- The Acceptable Quality Level (AQL) (Column 3 of chart).

1.3 QUALITY ASSURANCE

On no less than a semi-annual basis, the Contractor's performance will be compared to this Contract's Standards and AQL's using the County's Quality Assurance Monitoring Plan (QAMP).

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are (but are not limited to):

- Random sampling.
- Activity checklists.
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of Contractor performance.
- Review of computer-generated and manual reports and files.
- Participant/Community complaints and/or participant questionnaires.
- Participant interviews.
- Case reviews.
- Observation of Contractor operations.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a Required Service is considered acceptable when the percent of discrepancies found during Contract monitoring procedures does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR). The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, and how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if the corrective action is appropriate. The CDR is in Statement of Work Technical Exhibit 6.2.

AQL's are defined in a variety of ways. An explanation of how AQL's are used is included in the Statement of Work, in the sections referenced in each of the standards listed on the PRS.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the Standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

AQL - The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance.

Lot Size (Population) - The total number of units or services provided.

Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed *Unsatisfactory* when the results of a review by the County fail to meet the AQL, as defined for each standard in the Performance Requirement Summary Chart, Statement of Work Technical Exhibit 6.1 below.

1.6 REMEDY OF DEFECTS

Upon a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, the Contractor must, within ten (10) business days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the Contract.

1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform to the requirements of this Contract, the County will have the option to apply the following nonperformance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- Have the failed service performed by others at Contractor's expense. Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be the full responsibility of the Contractor.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARDS	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS
Quality Control (QC) Terms and Conditions, Section 8.23 Attachment A, Statement of Work, Section 1.3	Contractor maintains QC Plan, monitors and reviews records.	QC Plan provided to CCA at Contract start-up, revisions provided as requested by CCA. File of QC and monitoring review records maintained and provided as requested by CCA.	0%	\$10 per day late, \$10 per item deficient.
Separate storage/tracking Attachment A, Statement of Work, Section 5.1.3	Separate storage and tracking maintained.	Contractor stores DPSS records separately from other customers. Contractor stores and tracks in the following six categories and adds or deletes categories as directed by County: 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records subdivided into negative and positive, 4) Boxes of GR/NAFS Case Records/Documents, 5) Boxes of IHSS Timesheets and 6) Boxes of Court/Audit Cases, separated by type.	0%	\$500 per month for integrated storage with other customers. \$5 per case record or box not stored by category; \$500 per month each month separate tracking not provided.
Compliance with All Laws Terms and Conditions, Section 8.12	Compliance with all laws outlined in standard terms.	Compliance with EEO & Nondiscrimination, Civil Rights, Child/Elder Abuse Reporting Responsibilities.	0%	\$50 per each occurrence.

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARDS	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS
Document processing and retrieval Attachment A, Statement of Work, Sections 5.3 and 5.4	Record/Box processing, retrieval and refilling.	All records/boxes tracked on inventory system, stored in boxes and all boxes stored on shelves. Records/Boxes are processed correctly on Inventory System, retrieved timely and refiled correctly. Duplicate records are reconciled to ensure record retrieval.	5%	Actual amount assessed by State or Federal audit for a permanently lost Case/Special Investigation Record up to \$12,500 or a minimum of \$20 per occurrence for a lost Record or Box. \$25 per occurrence for late delivery of emergent or regular retrieval requests in excess of allowable deviation.
Monthly Management Reports Attachment A, Statement of Work, Section 5.9	Monthly Reports received timely.	Monthly report received by the 15 th of each month, providing workload statistics and documentation on each of the six (6) categories of storage, as well as activity by the Dept. of Children and Family Services.	5%	\$50 for each occurrence, in a Contract year, which exceeds the allowable deviation.
Key Contractor Personnel Attachment A, Statement of Work, Section 1.1	Contract Manager and Alternate available.	Contractor provides Contract Manager and alternate, who are available during normal working hours from Contract start-up, and who respond to County requests in Contract operation matters.	5%	\$25 per occurrence which exceeds allowable deviation.
Confidentiality Terms and Conditions, Section 8.15	Employees maintain confidentiality.	Each Contractor employee has signed Employee Acknowledgement & Confidentiality Agreements and maintains confidentiality in handling case records.	0%	\$50 per occurrence.

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARDS	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS
Complaints Terms and Conditions, Section 8.10	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of Contract effective date, policy on handling complaints. Provides update to plans timely. Notifies CCA of status of investigations within 5 business days of receiving complaints. Provides copies of responses to complaints within 3 business days.	5%	\$10 per occurrence which exceeds allowable deviation.
Consideration to Hire GAIN/GROW participants Terms and Conditions, Section 8.18	Active effort to consider GAIN/GROW participants for employment.	Contractor provides effort to consider GAIN/GROW participants for employment.	0%	\$25 per occurrence.
Removal of Stored Records/Documents Attachment A, Statement of Work, Section 5.6	Contractor removes cases for destruction and at termination of contract.	Contractor stages requested inventory boxes on loading dock for destruction, as instructed by County. Inventory system updated, and records exempted from destruction are reboxed. Contractor works with County, at end of Contract, to transfer inventory. All inventory loaded on the dock, in keeping with timetables & Inventory System updated to reflect transferred records/boxes.	0%	\$500 per workday.

REQUIRED SECTIONS	PERFORMANCE INDICATOR	STANDARDS	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL)	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL/CREDIT AGAINST MONTHLY INVOICE PAYMENTS
Regular Pick-up and Delivery Stops and Emergent Delivery Attachment A, Statement of Work, Sections 5.2.1, 5.2.3 and 5.2.5.1	Messenger Provided Service	Messenger picks up and delivers records and documents within ½ hour of scheduled arrival time at each office location and picks up a minimum of all records and boxes at each location 125 records and 2 boxes at each office location. Regular request are delivered in 3 workdays and emergent requests are delivered in 1 workday	3%	\$10 per occurrence.
Release of Records/Documents Attachment A, Statement of Work Section 5.5	Records/ Documents Released to Authorized Personnel	Contractor releases records/documents only to persons authorized at County office locations or otherwise by CCA or a valid court order. Subpoenas directed to DPSS headquarters	0%	\$50 per occurrence.
Performance Measures Attachment A, Statement of Work Section 5.7	Contractor ensures adherence to Performance Measures	Contractors shall ensure that 100 percent of pick-up and deliveries occur within ½ hour of the scheduled arrival time at each office location, for 1) Open Case Records, 2) Closed Case Records, 3) Special Investigation Records, 4) Boxes of IHSS Timesheets, 5) Boxes of GR/NAFS Records/Documents, 6) Boxes of Court/Audit Case Records. Contractor shall ensure that for 100 percent of the time, the lesser of the actual number of case records and boxes or 125 records and 2 boxes are picked up at each office location Contractor shall ensure that 100 percent of regular case requests are delivered in 3 workdays and that 100 percent of emergent requests are delivered in 1 workday.	5%	\$1000 per each performance measure not met for the semi-annual monitoring period

TECHNICAL EXHIBIT 6.2
CONTRACT DISCREPANCY REPORT

**CONTRACT DISCREPANCY REPORT
(SAMPLE)**

TO:

FROM:

DATE:

Prepared:

Returned by Contractor:

Action Completed:

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of QAE/CCA

Date

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator

TECHNICAL EXHIBIT 6.3
COUNTY OFFICE ADDRESSES

COUNTY OFFICE ADDRESSES

Technical Exhibit 6.3
(Page 1 of 5)

OFFICE #	OFFICE NAME	ADDRESS
001	Northwest Region Chatsworth Adult Services	21615 Plummer Street, Chatsworth, CA 91311
002	Glendale	4680 San Fernando Road, Glendale, CA 91205
003	Pasadena	955 N. Lake Ave, Pasadena, CA 91104
004	El Monte	3350 Aerojet Avenue, El Monte, CA 91731
005	Belvedere	5445 Whittier Blvd. 3 rd fl., Los Angeles, CA 90201
006	Cudahy	8130 S. Atlantic Blvd. Bell, CA 90201
007	South Special Aids	17600 S. Santa Fe Avenue, Rancho Dominguez, CA 90221
008	Southwest Special	1819 W. 120 th St., Los Angeles, CA 90047
009	West Los Angeles	11390 W. Olympic Blvd., Los Angeles, CA 90064
010	Wilshire Special	2415 W. Sixth Street, Los Angeles, CA 90057
011	East Valley	14545 Lanark Street, Panorama, CA 91402
012	Exposition Park	3833 South Vermont Ave 2 nd fl., Los Angeles, CA 90037
013	Metro Family	2615 S. Grand Ave. 6 th fl., Los Angeles, CA 90007
014	Civil Center	813 E. Fourth Place, Los Angeles, CA 90013
015	Metro East	2855 E. Olympic Blvd. Los Angeles, CA 90023
016	Child Medi-Cal Enrollment Project	3400 Aerojet Ave 2 nd fl., El Monte, CA 91731
017	Florence	1740 E. Gage Avenue, Los Angeles, CA 90001

018	USC Medical Center	1910 N. Main Street, Los Angeles, CA 90033
019	Pomona Adult Services	2040 Holt Avenue, Pomona, CA 91766
020	San Gabriel Assistance Payment	3352 Aerojet Avenue, El Monte, CA 91731
025	USC-MC Pediatric Pavillion	1910 N. Main Street, Los Angeles, CA 90033
026	Compton	211 E. Alondra Blvd. Compton, CA 90220
027	South Central	10728 S. Central Avenue, Los Angeles, CA 90059
029	USC Medical Center-Women	1910 N. Main Street, Los Angeles, CA 90033
030	USC Medical Center-Psych	1910 N. Main Street, Los Angeles, CA 90033
031	South Family Aids	17600 S. Santa Fe Avenue, Los Angeles, CA 90221
032	San Fernando Branch	12847 Arroyo Street, Sylmar, CA 91342
034	Lancaster	349 East Avenue K-6 Lancaster, CA 93535
035	Lancaster Adult Services	335 East Avenue K-6 Lancaster, CA 93535
036	Pomona	2040 Holt Avenue Pomona, CA 91768
038	Metro North	2601 Wilshire Blvd. Los Angeles, CA 90057
040	Norwalk	12727 Norwalk Blvd. Norwalk, CA 90650
042	Private Hospitals	2910 W. Beverly Blvd. Los Angeles, CA 90057
043	Harbor General	1000 W. Carson Street , Los Angeles, CA 90509
047	Metro North Adult Services	2707 S. Grand Ave 2 nd fl., Los Angeles, CA 90007
049	Martin Luther King Hospital	12021 Wilmington Avenue, Los Angeles, CA 90059

050	Palmdale GAIN Sub-Office	1050 E. Palmdale Blvd. Palmdale, CA 93550
051	Santa Clarita Branch	27233 Camp Plenty Road, Santa Clarita, CA 91351
052	West San Fernando Valley GAIN Region II	21415-B Plummer Street, Chatsworth, CA 91311
056	GAIN Region III, Cal-LEARN	2255 N. Garey Avenue, Pomona, CA 91767
057	GAIN Region III, San Gabriel Valley	3216 Rosemead Blvd. El Monte, CA 91731
058	Expo Park GAIN Main-Office Gain Region IV	3833 South Vermont Los Angeles, CA 90037
059	Central GAIN (Sub-Office) Gain Region IV	2910 W. Beverly Blvd. Los Angeles, CA 90057
060	Rancho Park	11110 West Pico Blvd. Los Angeles, CA 90064
061	Obra Outreach	2910 W. Beverly Blvd. Los Angeles, CA 90057
062	Paramount-Main	2961 Victoria Street Compton, CA 90221
064	Southeast GAIN Region VI	5460 Bandini Blvd. Bell, CA 90201
065	Olive View Medical Center	14445 Olive View Drive, Sylmar, CA 91342
066	Lincoln Heights	4077 N Mission Road, Los Angeles, CA 90032
070	Metro Special	2707 S. Grand Ave 3 rd fl., Los Angeles, CA 90007
071	East San Fernando Valley GAIN Region VII	3307 N. Glenoaks Blvd 1 st fl. Burbank, CA 91504
073	Glendale Adult Services	3307 N. Glenoaks Blvd 2 nd fl. Burbank, CA 91504
074	El Monte IHSS Office #74	3400 Aerojet Avenue, El Monte, CA 91731
075	Rancho Park Adult Services	11110 West Pico Blvd. Los Angeles, CA 90064
077	South Adult Services	12000 Hawthorne Blvd. "A" Hawthorne, CA 90250

080	Medi-Cal Long Term Care	17171 E. Gale Avenue, Hacienda Heights, CA 91745
082	Workforce Services District	21415-B Plummer Street Chatsworth, CA 91745
083	South West Family	923 E. Redondo Blvd. Inglewood, CA 90302
084	Rancho Los Amigos Hospital	7601 Imperial Highway, Downey, CA 90242
085	Perinatal Clinic	2910 W. Beverly Blvd. Los Angeles, CA 90057
089	Medi-Cal Mail in Processing	2615 S. Grand Avenue, Los Angeles, CA 90007
090	Canoga Park Medi-Cal Regional	9035 Canoga Avenue Canoga Park, CA 91304
092	Hawthorne Medi-Cal Regional	12000 Hawthorne Blvd. Hawthorne, CA 90250
095	High Desert Hospital	44900 N. 60 th Street West Lancaster, CA 93536
300	DPSS Administration West Government Inquiry & Response (VIP Hotline)	12820 Crossroads Parkway S City of Industry, CA 91746
305	Appeals and State Hearings	3833 South Vermont Ave 4 th fl. Los Angeles, CA 90037
308	Civil Rights	12860 Crossroads Parkway South- Main City of Industry, CA 91746
313	Child Support	3435 Wilshire Blvd. 6 th fl. Los Angeles, CA 90010
357	Internal Affairs	3435 Wilshire Blvd. 6 th fl. Los Angeles, CA 90010
359	MIE	3220 Rosemead Blvd. El Monte, CA 91731
371	DA Welfare Fraud Unit	5300 Harbor Street, Los Angeles, CA 90040
372	WFP&I	12000 Hawthorne Blvd. "A" Hawthorne, CA 90250
392	Central Helpline (CCIR) West Annex	12820 Crossroads Parkway South, City of Industry, CA 91746
401	Van Nuys-APS*	7555 Van Nuys Blvd. Van Nuys, CA 91405

419	Glendora	130 W. Route 66 Suite#224, Glendora CA 91740
428	Civic Homeless Project-APS*	813 E. Fourth Place
435	Lancaster-APS*	349 East Avenue K-6, Lancaster, CA 93535
449	Mid-Wilshire- APS*	3333 Wilshire Blvd. #400, Los Angeles, CA 90010
458	Venice Services Center- APS	4300 120 th Street, Hawthorne, CA 90250
469	Metro Adult – APS*	2707 S. Grand Ave 2 nd fl. Los Angeles, CA 90007
473	Pasadena – APS*	1370 E. Walnut Street, Pasadena, CA 91106
474	East Los Angeles – APS*	133 North Sunol Drive, Los Angeles, CA 90063
477	Southside – APS*	17600 S. Santa Fe Avenue, Los Angeles, CA 90221
487	Florence/Firestone – APS*	7807 S. Compton Avenue, Los Angeles, CA 90001
505	GAIN- Belvedere Sub-office	5445 Whittier Blvd. 3 rd fl. Los Angeles, CA 90022
534	Lancaster GAIN	1050 E. Palmdale Blvd. Palmdale, CA 93550
555	Santa Clarita GAIN	21415-B Plummer Street Chatsworth, CA 91311
561	South County GAIN Region V	2959 Victoria Street Compton, CA 90221
582	West Valley GAIN	21415-B Plummer Street Chatsworth, CA 91311
584	West County GAIN Region I	5200 W. Century Blvd. Los Angeles, CA 90045
882	Workforce Services District/Medi-Cal	21615 Plummer Street, Chatsworth, CA 91311
1069	Centralized Timesheet Team	2707 S. Grand Ave 2 nd fl. Los Angeles, CA 90007
4073	Burbank - APS	2501 W. Burbank Blvd. Burbank, CA 91504
4077	Lawndale - APS	12000 Hawthorne Blvd. “A” Hawthorne, CA 90250

ATTACHMENT B
CONTRACTOR BUDGET AND EMPLOYEE BENEFITS

**REQUIRED BID SHEET
CASE RECORD STORAGE AND RETRIEVAL SERVICES**

The undersigned offers to furnish all personnel, goods and services necessary for provision of Case Record Storage and Retrieval Services as detailed in this Request for Proposals.

I agree to provide all personnel, goods and services for Los Angeles County at the following Firm Fixed Prices for the specified Service Categories as follows:

SERVICE CATEGORY	PRICE PER UNIT	MONTHLY AVERAGE (COMPLETED BY COUNTY)	SUBTOTAL A (Price per Unit X Monthly Estimate)	NUMBER OF MONTHS	TOTAL ESTIMATED FIVE YEAR PRICE (Subtotal A X 60 Months)
I. CASE RECORD STORAGE AND RETRIEVAL					
A. Receipt and Processing of a New Case Record for Storage	\$1.75	52,778	\$92,362.00	60	\$5,541,690.00
B. Processing of a Duplicate Case Record	\$1.75	14,613	\$25,573.00	60	\$1,534,365.00
C. Storage of a Box of Case Records (per box of records per month)	\$0.155	486,280	\$75,373.00	60	\$4,522,404.00
D. Retrieval of a Case Record	\$1.50	3,366	\$5,049.00	60	\$302,940.00
E. Refiling of a Case Record	\$1.50	5,066	\$7,599.00	60	\$455,940.00
F. Data Entry per Case Record that is undeliverable (i.e., retrieval & delivery not possible - Case Record borrowed by another district)	\$0	977	\$0	60	\$0
II. STORAGE & RETRIEVAL OF BOXES OF IHSS TIMESHEETS, BOXES OF GR/NAFS CASE RECORDS/DOCUMENTS & BOXES OF COURT/AUDIT CASE RECORDS					
A. Receipt & Processing of a New Box of Records/Documents for Storage	\$1.75	526	\$921.00	60	\$55,230.00
B. Retrieval of a Box of Records/Documents	\$1.50	647	\$971.00	60	\$58,230.00
C. Refiling of Box of Records/Documents	\$1.50	643	\$965.00	60	\$57,870.00
D. Storage of a Box of Records/Documents	\$0.155	526	\$82.00	60	\$4,892.00

SERVICE CATEGORY	PRICE PER UNIT	MONTHLY AVERAGE (COMPLETED BY COUNTY)	SUBTOTAL A (Price per Unit X Monthly Estimate)	NUMBER OF MONTHS	TOTAL ESTIMATED FIVE YEAR PRICE (Subtotal A X 60 Months)
III. GENERAL SERVICES					
A. Pick Up/Delivery per Regular Stop (every other III. GENERAL SERVICES workday) or a Special Stop	\$12.95	789	\$10,218.00	60	\$613,053.00
B. Pick Up/Delivery per Emergent Stop (within 1 workday of request)		102	\$2,321.00	60	\$139,230.00
IV. TOTAL FIRM FIXED PRICE FOR INITIAL TRANSFER AND INVENTORY OF ALL CASE RECORDS/BOXES (ONE TIME ONLY COST)					
A. Total fixed price for Initial Transfer & Inventory	N/A	N/A	N/A	N/A	N/A
V. TOTAL ESTIMATED FIVE-YEAR FIRM FIXED PRICE (excluding Category II E above & Case Destruction costs below					\$13,285,844.00

FIRM FIXED PRICE FOR PERMANENT REMOVAL OF A BOX OF CASE RECORDS OR BOX OF DOCUMENTS FOR DESTRUCTION, INCLUDING UPDATING THE INVENTORY SYSTEM (In the event County is able to destroy records during the Contract Term): \$ **\$2.50**

*No Cost of Living Increase shall be allowed for the term of the Contract or any extension thereof.

This proposal shall remain firm and final for one hundred-eighty (180) days following the last day to accept proposals.

Signature of Authorized Agent

Date

Typed Name of Authorized Agent

Firm Name

Firm Address

**CASE RECORD STORAGE AND RETRIEVAL SERVICES
ANNUAL BUDGET SHEET**

DIRECT COST

	% of Time	Hourly Rate	Annual Salary
Payroll			
Employee Classification (# _____ of each)	_____	\$ _____	\$ _____
Employee Classification (# _____ of each)	_____	\$ _____	\$ _____
Employee Classification (# _____ of each)	_____	\$ _____	\$ _____

Others, (Please continue to list.)

Total Salaries and Wages \$ _____

	No. of Employees	Annual Cost
Employee Benefits		
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____

Total Benefits \$ _____

Payroll Taxes (List all Appropriate Taxes, e.g., FICA, SUI, Workers' Compensation, etc.)

\$ _____
\$ _____

Total Payroll Tax \$ _____

Insurance (List Type/Coverage. See Part A-2, Paragraph 6 (Insurance))

\$ _____
\$ _____
\$ _____

Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Computer Hardware	\$ _____
Computer Software	\$ _____
Equipment Maintenance	\$ _____
Telephones/Utilities	\$ _____
Space	\$ _____
Other (Please continue to list)	

Total \$ _____

TOTAL DIRECT COST \$ _____

INDIRECT COST

General Accounting/Bookkeeping	\$ _____
Management Overhead (Please specify)	\$ _____
Other (Please specify)	\$ _____

TOTAL INDIRECT COST \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

PROFIT (Please enter the percentage: _____ %) \$ _____

TOTAL ANNUAL COSTS \$ _____

**CASE RECORD STORAGE AND RETRIEVAL SERVICES
MONTHLY EMPLOYEE BENEFITS**

Medical Insurance/Health Plan

Employer Pays \$_____ Employee Pays \$_____ Total Premium \$

Annual Deductible:

Employee \$

Family \$

Coverage ():

____ Hospital Care (Inpatient ____ Out Patient ____)
____ X-Ray & Laboratory
____ Surgery
____ Office Visits
____ Pharmacy
____ Maternity
____ Mental Health/Chemical Dependency, Inpatient
____ Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays \$_____ Employee Pays \$_____ Total Premium \$

Life Insurance

Employer Pays \$_____ Employee Pays \$_____ Total Premium \$

Vacation

Number of Days _____, And

Any Increase After _____ Years of Employment, Number of Days or Hours

Sick leave

Number of Days _____ Per Year, And

Any Increase or Accumulation, Number of Days or Hours

Holidays

Number of Days _____ Per Year

Retirement Employer Pays \$_____ Employee Pays \$_____ Total \$

ATTACHMENT C
SAMPLE MONTHLY INVOICE FORMAT

SAMPLE INVOICE FOR
OPEN, CLOSED & SPECIAL INVESTIGATION RECORDS

(EACH CATEGORY MUST BE INVOICED & REPORTED SEPARATELY)

Date_____

Invoice Month_____

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. New receipts_____			
2. Refiles_____			
3. Duplicate Processing Fee_____			
4. Regular Retrievals_____			
5. Emergent Retrievals_____			
6. Undeliverable Retrievals_____			
(out to another district; not on file - explain; i.e., case never received)			
7. Regular Delivery Stop*_____			
(every other day)			
8. Emergent Delivery Stop*_____			
(within 1 workday of request)			
9. Special Pick-Up/Delivery Stop_____			
10. Total Number - Box Retention_____			
11. Total Number - Record Retention_____	NA		NA

TOTAL AMOUNT DUE_____

Prepared by_____

(Signature)

(Note: Each billed category shall contain back-up documentation. *Regular and Emergent Delivery stops are general service which does not need to be separated into categories. These services can be charged to the closed case record invoice along with documentation.)

SAMPLE INVOICE FOR
IHSS TIMESHEETS, GR/NAFS & COURT CASE BOXES

(EACH CATEGORY OF BOXES MUST BE INVOICED SEPARATELY)

Date_____

Invoice Month_____

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. New Box Receipts_____			
2. Box Refiles _____			
3. Regular Retrievals_____			
4. Emergent Retrievals_____			
5. Undeliverable Retrievals_____			
(out to another district; not on file - give reason, i.e., box never received)			
6. Regular Delivery Stop_____			
(Every other day)			
7. Emergency Delivery Stop_____			
(Within one workday of request)			
8. Special Pick-Up/Delivery Stop_____			
9. Total Number - Box Retention_____			

TOTAL AMOUNT DUE_____

Prepared By_____

(Signature)

(Note: Each category billed shall contain back-up documentation. *Regular and Emergent Delivery stops are a general service which does not need to be separated into categories. These services can be charged to the closed case record invoice along with documentation)

**SAMPLE INVOICE FOR
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

Date_____

Invoice Month_____

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
--------------------	-----------------	-------------------	---------------

1. Regular Retrieval_____			
---------------------------	--	--	--

2. Emergent Retrieval_____			
----------------------------	--	--	--

3. Refiles_____			
-----------------	--	--	--

4. Undeliverable Retrievals_____			
(out to another district; not on file - give reason not on file, i.e., case never received in storage)			

TOTAL AMOUNT DUE_____

Prepared By_____

(Signature)

ATTACHMENT D
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this Bid, this potential Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or Contract with any other bidder or competitor for the purpose of restricting competition.

The following names with their telephone numbers are persons authorized legally to commit the Bidder/Contractor:

_____	_____
_____	_____
_____	_____
_____	_____

Name of Firm

Typed Name and Title of Signer

Signature

Date

ATTACHMENT E

**INVITATION FOR BID/REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION
CERTIFICATION OF NO CONFLICT OF INTEREST**

**INVITATION FOR BID/REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION
CERTIFICATION OF NO CONFLICT OF INTEREST**

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not Contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Proposer/Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Proposal/Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Proposer Name

Proposer Official Title

Official's Signature

ATTACHMENT F

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a Contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.*

_____ ***(Initial and date)***

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between and the County of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

1. California Work Opportunity and Responsibility for Kids (CalWORKs)
2. Los Angeles County General Relief Program (GR)
3. California Medi-Cal Program (Medi-Cal)
4. Food Stamps Program (FS)
5. Social Services to Adults, Children, and Families
6. Supervision of Children Placed in Foster Care
7. Cuban/Haitian Entrant Program (CHEP)
8. Refugee Resettlement Program (RRP)
9. Special Circumstances (SC)
10. Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the County will screen Contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Working Title: _____

Original: Contractor
Copy: Contract Employee

ATTACHMENT G
CONTRACTOR'S EEO CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(circle one)

- | | | |
|---|-----|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Name and Title of Signer

Signature

Date

ATTACHMENT H

CONTRACTOR'S NON-DISCRIMINATION IN SERVICES CERTIFICATION

ATTACHMENT H

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(circle one)

- | | | |
|--|-----|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Name and Title of Signer

Signature

Date

ATTACHMENT I
CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in Paragraph Number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Paragraph Number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
 - b. Participated in any way in developing the Contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in Paragraph Number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor Name

Contractor Official Title

Official's Signature

ATTACHMENT J

FAMILIARITY OF COUNTY LOBBYIST ORDINANCE CERTIFICATION

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process. Further, the Proposer certifies that it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature_____ Date_____

ATTACHMENT K

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY &
VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTION
(45 C.F.R. PART 76)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion -- Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing Federally funded Contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing Federally funded Contracts by any Federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

ATTACHMENT L

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers shall complete, sign and return this form with their proposal. **Proposers who are unable to meet this requirement shall not be considered for Contract award.**

Proposer shall complete all of the following information, sign where indicated, and return this form with

- 1. Proposer has a proven record of hiring GAIN/GROW participants.**

_____ **YES** _____ **NO**
 (Subject to verification by County)

- 2. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.**

_____ **YES** _____ **NO**

If YES, state the name and telephone number of the person whom the County may contact to refer GAIN/GROW participants: _____

- 3. Proposer is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.**

_____ **YES** _____ **NO** _____ **N/A** (program not available)

PROPOSER

 (Type or Print Name of Firm)

By _____

Type or Print Name: _____

Type or Print Title: _____

ATTACHMENT M

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM & APPLICATION FOR EXCEPTION**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this Request for Proposal is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All Proposers, whether a Contractor or Subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is expected from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "Contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts (this exception is not available if the Contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the Contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the Contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

ATTACHMENT N

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purpose Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County Contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in Compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code or Regulations, Sections 300-301 and Government Code Sections 12585-12586	()	()
---	-----	-----

Signature

Date

Name and Title (please type or print)

ATTACHMENT O
IRS NOTICE 1015 – EARNED INCOME CREDIT

Internal Revenue Service Notice 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2006)
Cat. No. 206901

ATTACHMENT P
SAFELY SURRENDER BABY LAW

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

**The California Safely
Surrendered Baby Law:**

Allows a distressed birth parent(s)
to legally, confidentially, and safely
give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or
prosecution for abandonment as long as the
baby has not been abused or neglected.

Does not require that names be given
when the baby is turned over.

Permits parents to bring a baby within 3 days
of birth to any Los Angeles County
hospital ER or fire station.



State of California
Gray Davis, Governor

**Health and Human
Services Agency**
Grantland Johnson, Secretary

**Department
of Social Services**
Rita Saenz, Director



**Los Angeles County
Board of Supervisors**
Gloria Molina
Supervisor, First District
Yvonne Brathwaite Burke
Supervisor, Second District
Zev Yaroslavsky
Supervisor, Third District
Don Knabe
Supervisor, Fourth District
Michael D. Antonovich
Supervisor, Fifth District

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County hospital
emergency room or fire station.**



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723**

www.babysafela.org

ATTACHMENT Q

CIVIL RIGHTS COMPLAINT – CONTRACTOR FORM

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS & LANGUAGE SERVICES SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory
treatment and
(Please print your name) request that an investigation be conducted.

I believe I was discriminated against because of my:

- | | | |
|--|---|--------------------------------|
| <input type="checkbox"/> RACE | <input type="checkbox"/> RELIGION | <input type="checkbox"/> COLOR |
| <input type="checkbox"/> NATIONAL ORIGIN | <input type="checkbox"/> SEX | <input type="checkbox"/> AGE |
| <input type="checkbox"/> POLITICAL AFFILIATION
DISABILITY | <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> |

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

(SIGNATURE)

(DATE)

ADDRESS:

TELEPHONE: _____

PA - 607 (REVISED 7/01)

ATTACHMENT R

ADMINISTRATION OF CONTRACT - COUNTY

COUNTY'S ADMINISTRATION

CONTRACT NUMBER: _____

COUNTY CONTRACT MANAGEMENT DIVISION CHIEF

Name: Eileen Kelly
Title: County Contract Director
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3001
Facsimile: 562-908-0590
E-Mail Address: Eileen.Kelly@dpss.laCounty.gov

COUNTY CONTRACT MANAGEMENT DIRECTOR

Name: Alfred Becerra
Title: County Contract Manager
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3007
Facsimile: 562-908-0590
E-Mail Address: AlfredBecerra@dpss.laCounty.gov

COUNTY CONTRACT MONITOR

Name: Andrea Wedderburn
Title: County Contract Monitor
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3547
Facsimile: 562-908-0590
E-Mail Address: AndreaWedderburn@dpss.lacounty.gov

COUNTY CONTRACT SUPERVISOR

Name: Jake Ross
Title: County Contract Supervisor II
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3004
Facsimile: 562-908-0590
E-Mail Address: JakeRoss@dpss.laCounty.gov

COUNTY CONTRACT ADMINISTRATOR

Name: Myhanh Duong
Title: County Contract Administrator
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3033
Facsimile: 562-908-0590
E-Mail Address: KenyattaOrtega@dpss.laCounty.gov

ATTACHMENT S

ADMINISTRATION OF CONTRACT - CONTRACTOR

CONTRACTOR'S ADMINISTRATION

Name: _____

Contract Number: _____

CONTRACT MANAGER

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL (S)

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Notices to Contractor shall be sent to the following address:

Address:

Facsimile:

E-Mail Address:

ATTACHMENT T

**SAMPLE
CONTRACTOR MONTHLY MANAGEMENT REPORT**

**SAMPLE
CASE STORAGE AND RETRIEVAL SERVICES
MONTHLY MANAGEMENT REPORT**

Contractor's Name

Report Month/Year

The Monthly Management report shall include but not be limited to, workload statistics and documentation on the following, which shall be separately reported in the identified categories of:

- Open Case Records.
- Closed Case Records.
- Special Investigation Records.
- Boxes of IHSS Timesheets.
- Boxes of GR/NAFS Records/Documents.
- Boxes of Court/Audit Case Records
- Activity related to the Department of Children and Family Services.

Completed by:

Name:	Title	Phone No:	Date:
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ATTACHMENT U
CIVIL RIGHTS RESOLUTION CONTRACT
REQUIREMENTS

ATTACHMENT U

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants